

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2012
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

CITIZENS COMMENTS - *Individuals may address the City Council about any item not included on the regular agenda. Specific procedures that are used for Citizens Comments are available on notecards located in the rack near the entrance to the Council Chambers. Speakers are requested to come to the podium, state their name and address for the clerk's record, and limit their remarks to three minutes. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.*

COUNCIL COMMENTS

CONSENT AGENDA - *These items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

1. November 13, 2012 City Council Canvass Meeting Minutes
2. December 3, 2012 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes-
 - Park and Recreation Commission, October 25, 2012
 - Economic Development Authority, November 13, 2012
 - Economic Development Commission, November 20, 2012
 - Human Rights Commission, November 28, 2012
 - Bike and Trails Committee Minutes, December 6, 2012

4. Monthly Reports
 - Administration
 - Community Development
 - Finance
 - Public Works
 - Park and Recreation
5. Verified Claims
6. Purchases
7. License Applications
8. Designation of Official Depositories for 2013
9. Certification of Delinquent Utility Accounts
10. Developer Escrow Reduction
11. Change Order #3—Floral Drive/Demar Avenue/County Road F Reconstruction, CP 12-01
12. Comprehensive Sign Plan Amendment—TCF/Color Sign Systems, 3836 Lexington
13. Final Plat—Estates of Heather Ridge, 5618 Heather Ridge Court
14. Receive Feasibility Report and Call for Public Hearing—Red Fox Road Reconstruction, CP 12-04
15. Receive Feasibility Report and Call for Public Hearing—County Road D and Cottage Reconstruction, CP 13-01A and 13-01B
16. Renewal of Services Agreement with Greater Metropolitan Housing Corporation

PUBLIC HEARING

17. Public Hearing—Street Rehabilitation and Reconstruction Plan for Years 2013-2017 and Adopt Plan
18. Public Hearing—Proposed Modification of Municipal Development District No. 2, Establishment of Tax Increment Financing District No. 8 (A Redevelopment District) and Related Adoption of a Tax Increment Financing Plan, and Approval of a Tax Increment Development Agreement – Lakeview Terrace Project (Midland Plaza Development)
19. Public Hearing—Vacation-Final Plat and Final PUD-Lakeview Terrace, 3588 Owasso Street

GENERAL BUSINESS

20. Site and Building Plan Review—Venture Pass Partners, 1041 Red Fox Road

21. Items Related to the Budget and 2013 Tax Levy

- A. Amend 2013 Debt Levies
- B. Adopt 2013 Tax Levy (City, HRA and EDA)
- C. Amend 2013 Budget
- D. Amend Capital Improvement Program for 2013 through 2017
- E. Employee Wage and Benefit Adjustment

22. Adopt Ordinance Establishing 2013 Utility Rates

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: TOM WESOLOWSKI, CITY ENGINEER
DATE: DECEMBER 13, 2012
SUBJ: STREET RECONSTRUCTION BOND FINANCING

INTRODUCTION

As discussed in the attached proposed Street Rehabilitation and Reconstruction Plan, the current funding level provided by the City's Street Renewal Fund tax levy is not sufficient to address the growing number of street segments in need of rehabilitation. These segments will eventually require full reconstruction at a much higher cost if action is not taken soon to restore the pavement before they deteriorate further.

Because the City's Street Renewal Fund does not have sufficient funds to address both full reconstruction and rehabilitation needs, alternative financing is necessary.

PROPOSED BONDS

In 2002 the Minnesota Legislature amended state law to allow Cities to issue Street Reconstruction Bonds without assessing 20% of the improvement cost. This means that the City may issue bonds and levy taxes to repay the Street Reconstruction Bonds. Requirements that must be met in order to utilize this option include:

- Prepare a street reconstruction plan that describes the streets to be reconstructed, the estimated costs, and any planned reconstruction of other streets in the City over the next five years.
- Conduct a public hearing on the proposed reconstruction plan and the issuance of bonds.
- Publish a notice at least 10-days prior to the public hearing.
- Approve the plan and bonds with a full and unanimous vote of the City Council.

In addition, a referendum would be become necessary if a petition representing 5% of the votes cast in the last general municipal election is filed within 30-days of the public hearing.

The proposed issuance of \$2,500,000 in Street Reconstruction Bonds along with \$700,000 in Municipal State Aid funds would finance the \$3,200,000 rehabilitation project listed in the attached Street Reconstruction and Rehabilitation Plan for 2013, and would preserve Street Renewal dollars to support full reconstruction projects. The project will be modeled after the 2006-2008 Street Rehabilitation Initiative and address resurfacing needs at various locations throughout the City. The attached map shows all the streets that have been rehabilitated since 2006 and also the streets segments proposed to be included in the 2013 project.

The proposed \$2.5-million bond issue would be paid over 15-years, which would raise the City taxes on a median home by approximately \$18/year. A table showing the impact on City property taxes for different home values is included in the attached Street Rehabilitation and Reconstruction Plan.

RECOMMENDATION

The Council should conduct the public hearing and record any comments. After the close of the public hearing it is recommended the Council adopt the Street Rehabilitation and Reconstruction Street Plan for the Years 2013 – 2017.





City of Shoreview

Street Rehabilitation and Reconstruction Plan

For Years 2013 - 2017

Prepared: December 3, 2012

TO: Mayor, City Council Members, and City Manager

FROM: Mark Maloney, PE – Director of Public Works
Tom Wesolowski, PE – City Engineer

DATE: December 17, 2012

SUBJECT: Street Rehabilitation and Reconstruction, 2013-2017

INTRODUCTION

Since 1985, the City of Shoreview has managed the construction and maintenance of its street system in accordance with the Street Renewal Program. Various small adjustments have been made to the program, over time, to reflect changes in street maintenance/rehabilitation strategies and best management practices as reflected in the City's Pavement Management Program. These activities are reviewed annually by the City Council during the development of the Capital Improvement Program.

In 2006 the City determined the overall condition of paved streets was trending downward and would likely continue to deteriorate if limited to existing fund sources. At that time the City Council authorized additional funding of \$2,500,000, in the form of City issue bonds, to finance street rehabilitation projects. Although the projects helped the condition of streets in certain neighborhoods, the overall condition of the City's streets continued downward. It was determined that additional funding would be required at regular intervals in the future to address the observed trend. At this time it is recommended that the City implement additional funding strategies for street rehabilitation projects.

DISCUSSION

The City is responsible for approximately 90-miles of roadways, including additions from Ramsey County turn backs. 70-miles are classified as local, residential roads with the remaining 20-miles classified as Municipal State Aid (MSA) roads.

The City receives an annual allocation of the State Gas Tax distribution specifically for qualifying improvements related to the MSA system. There are dedicated funding mechanisms for collector street improvements and/or rehabilitation, so collector street projects are typically programmed and implemented independent of the residential street projects. Due to age of the City's MSA system, the annual allocation amounts are not keeping pace with the reconstruction/rehabilitation needs of the City's MSA system.

Non-collector streets are by default local and all improvements, rehabilitation, and reconstruction of these streets is funded through the Street Renewal Fund. Funds available for Street Renewal, which include the tax levy and interest earnings on the minimum fund balance, have averaged approximately \$706,000 over that last 5-years.

The majority of the Street Renewal Funds available during that time were spent on reconstruction projects. Additional funding of \$2,500,000, in the form of City issue bonds, was authorized by the City Council in 2006 for street rehabilitation projects that were completed between 2006 and 2008.

Shoreview manages the maintenance and construction of its local street infrastructure in accordance with the adopted Street Renewal Policy, included for reference with this report. It was created in 1985 and most recently amended in 1996. The Street Renewal Fund has paid for over \$14,500,000 of pavement replacement and rehabilitation in Shoreview since its adoption. The intent of the program as stated in the policy is “to create a permanent program to manage, finance, and implement the reconstruction or rehabilitation of the streets within the City of Shoreview”.

The Public Works Department manages a Pavement Management Program (PMP) that tracks pavement condition data for all the street segments in the City. The PMP groups streets into three classifications: 1) those which benefit from continued preventative maintenance including seal coating and crack filling; 2) those which are appropriate to rehabilitate by full depth reclamation with emulsion; and 3) those which should be totally reconstructed prior to performing any minor maintenance. The classification of streets is based upon their Pavement Condition Index (PCI), which is a score on a scale of 1 to 100 with 100 representing a fairly new pavement, typically 1 to 3-years, with no flaws. The average PCI of all the streets in the City over time is a good indicator of how well we are keeping up with the natural deterioration of the pavements.

The initial emphasis of the Street Renewal Policy and resulting pavement management program was to tackle the streets that were in the worst condition and required complete reconstruction first. The policy was amended in 1996 to allow for certain minor pavement rehabilitation efforts such as crack filling and seal coating to be paid for from the Street Renewal Fund. Those activities have had a measurable positive impact on the condition of the City’s streets and have been well received by the residents.

In 2001 the City Council began authorizing changes in street reconstruction/rehabilitation priorities that recognized the use of rehabilitation strategies. Since 2001 the City has used strategies including mill and overlays, full depth reclamation (FDR), and FDR w/emulsion as part of street improvement projects.

In 2006 the City Council identified neighborhood areas within the City that have poor road surfaces and other infrastructure needs that required total reconstruction. The Council made a commitment to bring the road surface and utility infrastructure in these neighborhoods to current City standards and since 2007 one neighborhood project has been completed each year. Given the number of identified neighborhoods the reconstruction projects would need to continue until the year 2020, at the current rate of one project per year. The majority of the Street Renewal Funds available from 2007 to 2012 have been used to fund the reconstruction projects and a majority would continue to be needed until all identified reconstruction areas are completed.

Shoreview's period of rapid growth that occurred during the 1970's and 80's left a large portion of street infrastructure requires major pavement rehabilitation. If not addressed in the near future these roads will require total reconstruction, which is approximately double the cost when compared to FDR w/emulsion. Given the available resources the use of pavement rehabilitation strategies is a viable approach to addressing the deteriorating pavement conditions system-wide, but does not address the reconstruction needs of streets located in older residential neighborhoods that have poor pavement condition as well as acute drainage and utility infrastructure needs.

The rehabilitation needs reflected in the 2013 – 2017 Capital Improvement Plan and pavement management program total approximately \$4,750,000. \$2,250,000 of the costs is associated with collector streets and would be covered by MSA funds. The remaining is for local streets and \$2,500,000 would require funding from the Street Renewal Fund. Assuming additional funding, it is feasible the Public Works Department's work program could deliver the rehabilitation project for the local streets in 2013, while continuing the current rate of one neighborhood reconstruction project per year.

RECOMMENDATIONS

Analysis of our pavement management data indicates that the funding mechanisms currently available cannot keep pace with the pavement degradation that is predicted to occur in the future. The Street Rehabilitation and Reconstruction Plan for years 2013 – 2017 is comprised of this report, a summary of estimated costs by year and financing sources, a listing of street segments, maps of rehabilitation and reconstruction segments, and the property tax impact.

This Street Rehabilitation and Reconstruction Plan reflects a program that addresses immediate rehabilitation (full-depth reclamation w/emulsion) needs of \$3.2-million in the year 2013 by the use of \$700,000 in MSA funds and \$2.5-million in Street Improvement Bonds, and a total reconstruction of five neighborhood areas in years 2013, 2014, 2015, 2016, and 2017 with resources available in the City's Street Renewal Fund. Additional street rehabilitation is scheduled to occur in the year 2016, to be funded by MSA funds. The plan also includes the City's participation in Ramsey County reconstruction projects scheduled in years 2014, 2015, and 2016, to be funded by MSA funds.

The City's effort in minor maintenance/rehabilitation, which includes crack filling and seal coating, have been largely successful in recent years and will continue to play an important role in maintaining the quality of Shoreview's streets. At this time the available resources and priorities for these activities appear appropriate; the Capital Improvement Plan assumes continuation of these activities for the foreseeable future.

**Annual Property Tax Impact of
\$2.5 Million in Street Improvement Bonds
On Home Values from \$100,000 to \$500,000**

	Home Market Value	MVE Market Value	Impact on City Property Taxes
	\$ 100,000	71,800	\$ 6.36
	\$ 125,000	99,000	\$ 8.77
	\$ 150,000	126,300	\$ 11.19
	\$ 175,000	153,500	\$ 13.60
	\$ 200,000	180,800	\$ 16.02
Median home value	\$ 222,200	205,000	\$ 18.17
	\$ 250,000	235,300	\$ 20.84
	\$ 275,000	262,500	\$ 23.26
	\$ 300,000	289,800	\$ 25.68
	\$ 350,000	344,300	\$ 30.50
	\$ 400,000	398,800	\$ 35.34
	\$ 450,000	450,000	\$ 39.87
	\$ 500,000	500,000	\$ 44.30

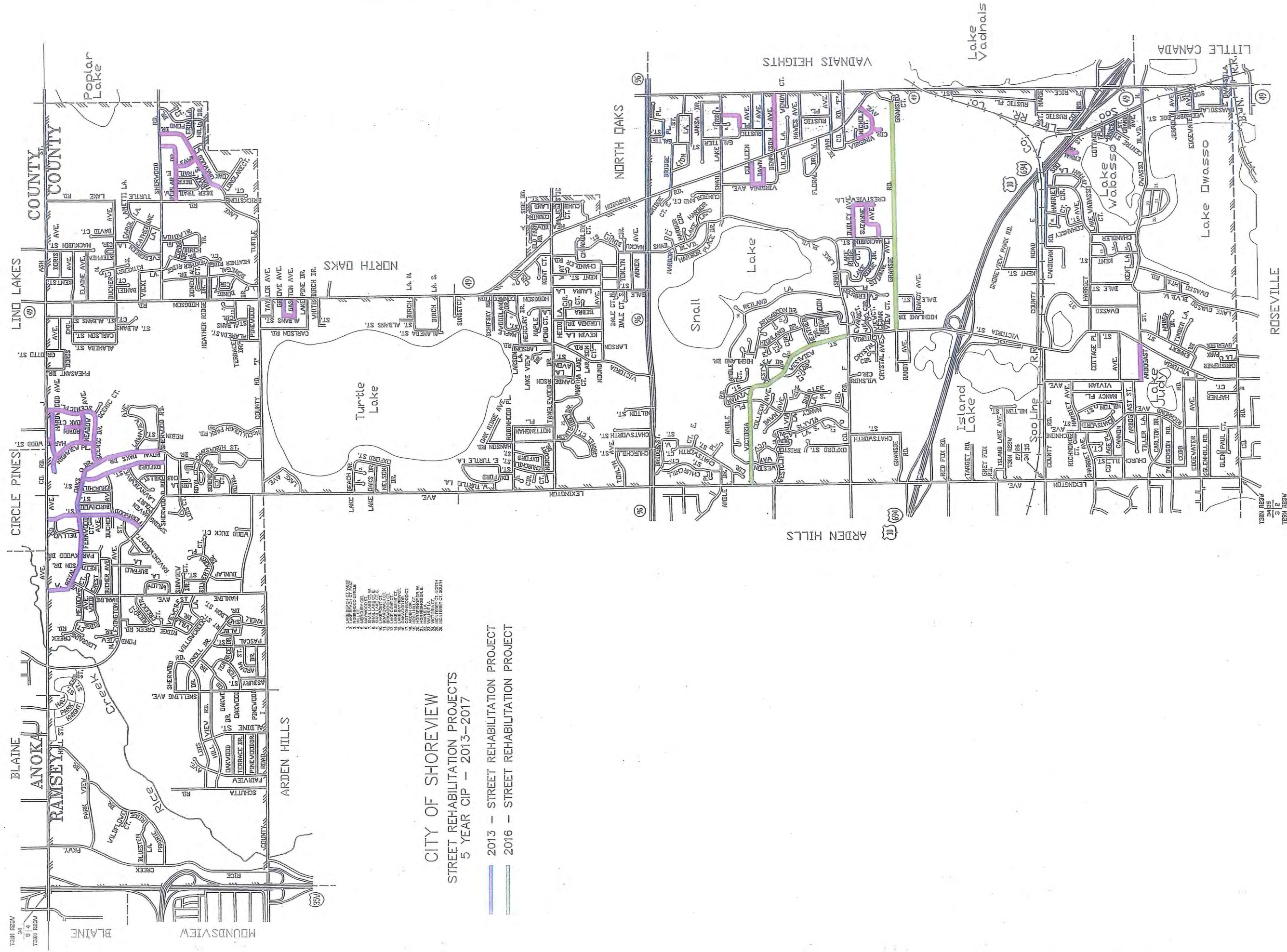
City of Shoreview
Street Rehabilitation and Reconstruction Plan - 2013 to 2017
Summary of Estimated Costs

Description	2013	2014	2015	2016	2017	Total
RESOURCES						
Bonding						
Street Improvement Bonds	\$ 2,500,000				\$ 184,720	\$ 2,500,000
Special Assessment Bonds	\$ 361,427	\$ 146,000	\$ 279,200	\$ 320,700	\$ 41,500	\$ 1,292,047
Water Revenue Bonds	\$ 539,586	\$ 400,000	\$ 640,000	\$ 605,000	\$ 120,000	\$ 2,226,086
Sewer Revenue Bonds	\$ 132,131	\$ 175,000	\$ 285,000	\$ 215,000	\$ 927,131	\$ 927,131
Surface Water Revenue Bonds	\$ 802,684	\$ 257,000	\$ 427,700	\$ 499,900	\$ 285,080	\$ 2,272,364
Internal Sources						
Street Renewal Fund	\$ 143,627	\$ 537,000	\$ 630,600	\$ 1,254,400	\$ 792,700	\$ 3,358,327
MSA Fund	\$ 1,340,500	\$ 100,000	\$ 2,575,000	\$ 1,765,000	\$ 132,000	\$ 5,912,500
Street Lighting	\$ 20,000	\$ 70,000	\$ 70,000	\$ 137,000	\$ 85,000	\$ 382,000
General Fixed Asset						
City Inter-Fund Loan	\$ 1,000,000			\$ 189,000		\$ 189,000
External Sources						
Ramsey Count	\$ 360,000					\$ 360,000
City of Roseville	\$ 807,570					\$ 807,570
Tax Increment	\$ 1,369,450					\$ 1,369,450
LCDA Grant	\$ 452,550					\$ 452,550
Total Resources	\$ 9,829,525	\$ 1,685,000	\$ 4,907,500	\$ 4,986,000	\$ 1,641,000	\$ 23,049,025
OUTLAYS						
Rehabilitation Projects						
Rehabilitation 2013						
Street	\$ 3,170,000					\$ 3,170,000
Storm sewer	\$ 100,000					\$ 100,000
Rehabilitation 2016						
Street				\$ 1,470,000		\$ 1,470,000
Storm sewer				\$ 80,000		\$ 80,000
Reconstruction Projects						
County Road D & Cottage Place						
Street	\$ 771,625					\$ 771,625
Water system	\$ 566,640					\$ 566,640
Sanitary sewer	\$ 75,000					\$ 75,000
Storm sewer	\$ 650,000					\$ 650,000
Sidewalk	\$ 70,000					\$ 70,000
Street lighting	\$ 75,000					\$ 75,000
Owasso Street Realignment						
Street	\$ 1,750,000					\$ 1,750,000
Water system	\$ 260,000					\$ 260,000
Sanitary sewer	\$ 65,000					\$ 65,000
Storm sewer	\$ 270,000					\$ 270,000
Sidewalk	\$ 94,000					\$ 94,000
Street lighting	\$ 50,000					\$ 50,000
Trail	\$ 46,000					\$ 46,000
Traffic signal	\$ 365,000					\$ 365,000
Red Fox Road						
Street	\$ 414,144					\$ 414,144
Water system	\$ 209,016					\$ 209,016
Sanitary sewer	\$ 57,131					\$ 57,131
Storm sewer	\$ 690,969					\$ 690,969
Street lighting	\$ 20,000					\$ 20,000
Traffic signal	\$ 60,000					\$ 60,000
Hanson, Oakridge Neighborhood						
Street	\$ 625,000					\$ 625,000
Water system	\$ 300,000					\$ 300,000
Sanitary sewer	\$ 125,000					\$ 125,000
Storm sewer	\$ 315,000					\$ 315,000
Street lighting	\$ 70,000					\$ 70,000
Lexington Avenue						
Street	\$ 50,000					\$ 50,000
Water system	\$ 100,000					\$ 100,000
Sanitary sewer	\$ 50,000					\$ 50,000
Storm sewer	\$ 50,000					\$ 50,000
Turtle Lane Neighborhood						
Street	\$ 735,000					\$ 735,000
Water system	\$ 320,000					\$ 320,000
Sanitary sewer	\$ 135,000					\$ 135,000
Storm sewer	\$ 472,500					\$ 472,500
Street Lighting	\$ 70,000					\$ 70,000
Rice Street/I-694 Interchange						
Street	\$ 420,000					\$ 420,000
Owasso Boulevard						
Street	\$ 1,600,000					\$ 1,600,000
Water system	\$ 320,000					\$ 320,000
Sanitary sewer	\$ 150,000					\$ 150,000
Storm sewer	\$ 550,000					\$ 550,000
Street lighting	\$ 135,000					\$ 135,000
Windward Heights Neighborhood						
Street	\$ 1,400,000			\$ 1,400,000		\$ 1,400,000
Water system	\$ 550,000			\$ 550,000		\$ 550,000
Sanitary sewer	\$ 170,000			\$ 170,000		\$ 170,000
Storm sewer	\$ 600,000			\$ 600,000		\$ 600,000
Street Lighting	\$ 125,000			\$ 125,000		\$ 125,000
Trail	\$ 94,000			\$ 94,000		\$ 94,000
Hodgson Road (Highway 49)						
Water system	\$ 54,000			\$ 54,000		\$ 54,000
Sanitary sewer	\$ 44,000			\$ 44,000		\$ 44,000
Storm sewer	\$ 107,000			\$ 107,000		\$ 107,000
Street lighting	\$ 40,000			\$ 40,000		\$ 40,000
Trail	\$ 94,000			\$ 94,000		\$ 94,000
Traffic signal	\$ 158,000			\$ 158,000		\$ 158,000
Bridge, Lion Neighborhood						
Street	\$ 981,000				\$ 981,000	\$ 981,000
Water system	\$ 80,000				\$ 80,000	\$ 80,000
Sanitary sewer	\$ 120,000				\$ 120,000	\$ 120,000
Storm sewer	\$ 375,000				\$ 375,000	\$ 375,000
Street Lighting	\$ 85,000				\$ 85,000	\$ 85,000
Total Outlays	\$ 9,829,525	\$ 1,685,000	\$ 4,907,500	\$ 4,986,000	\$ 1,641,000	\$ 23,049,025

See attached list of segments for each project listed

City of Shoreview
Street Rehabilitation and Reconstruction Plan - 2013 to 2017
Listing of Street Segments

Year	Project Name	Street Name	Segment	
			From	To
2013	Street Rehabilitation MSA Segments	Royal Oaks Drive	Royal Oaks Drive W	Sherwood Road
		Royal Oaks Drive W	County Road J	Royal Oaks Drive
2013	Local Segments	Fernwood Street	County Road J	Lexington Avenue
		Oakwood Drive	Sherwood Road	Long Lake Court
		Gaston Avenue	St. Albans Street	Hodgson Road
		Grove Avenue	St. Albans Street	Hodgson Road
		St. Albans Street	Grove Avenue	Gaston Avenue
		Fawn Lane	Poplar Drive	Oakwood Drive
		Poplar Drive	Turtle Lane Road	Sherwood Road
		Scenic Drive	Royal Oaks Drive	Scenic Court
		Scenic Place	Scenic Court	County Road J
		Scenic Court	Scenic Drive	Cul-de-sac
		Highview Place	Scenic Drive	Cul-de-sac
		Hardwood Avenue	Highview Place	Scenic Place
		Hardwood Street	Hardwood Avenue	County Road J
		Meadow Avenue	Highview Place	Scenic Place
		Robin Oak Court	Meadow Avenue	Cul-de-sac
		Virginia Avenue	Dawn Avenue	Colleen Avenue
		Dawn Avenue	Virginia Avenue	Cul-de-sac
		Collen Avenue	Virginia Avenue	Hodgson Road
		Virginia Avenue	Hodgson Road	North of Virginia Circle
		Virginia Circle	Virginia Avenue	Cul-de-sac
2016	Street Rehabilitation - MSA	Dudley Avenue	Mackubin Street	Crestview Lane
		Suzane Avenue	Mackubin Street	Crestview Lane
		Crestview Lane	Suzanne Avenue	Dudley Avenue
		Arbogast Street	Victoria Street	Vivian Avenue
		Ernal Drive	Soo St	Cul-de-sac
		Oxford Street	Royal Oaks Drive	Sherwood Road
		Dennison Avenue	Hodgson Road	Rice Street
		Rustic Place	Galtier Street	Snail Lake Road
		Victoria Street	Lexington Avenue	County Road F
		Gramsie Road	Victoria Street	Gramsie Court
2013	County Road D & Cottage Place Reconstruction	County Road D - MSA	Victoria Street	Lexington Avenue
		Cottage Place - Local	Victoria Street	Dead End
2013	Owasso Street Re-alignment Reconstruction	Owasso Street	800-foot E of Victoria Street	Victoria Street
		Victoria Street	700-foot N of County Road E	600-foot S of County Road E
		County Road E	Victoria Street	900-foot W of Victoria Street
2013	Red Fox Road Reconstruction	Red Fox Road	Lexington Avenue	Cul-de-sac
2014	Hanson, Oakridge Neighborhood Reconstruction	Hanson Road	Tanglewood Drive	Oak Ridge Avenue
		Oak Ridge Drive	Hanson Road	Dead End
		Robinhood Place	Nottingham Place	Hanson Road
2014	Lexington Avenue Reconstruction	Lexington Avenue	500-foot S of Robinhood Place	Robinhood Place
		Lexington Avenue	1000-foot S of Interstate 694	700-foot N of County Road F
2015	Turtle Lane Neighborhood Reconstruction	Johns Road	Turtle Lane W	Lexington Avenue
		Turtle Lane W	Oxford Street	Turtle Lane E
		Turtle Lane E	Oxford Street	Turtle Lane W
		Schifsky Road	Hodgson Road	Dead End
2015	Rice Street/1694 Interchange Reconstruction	Rice Street	Owasso Boulevard N	County Road E
2015	Owasso Boulevard N Reconstruction	Owasso Boulevard N	Soo Street	Owasso Boulevard W
		Arbogast Street	Owasso Boulevard W	Victoria Street
2016	Windward Heights Neighborhood Reconstruction	Virginia Avenue	Colleen Avenue	Snail Lake Road
		Dennison Avenue	Hodgson Road	Virginia Avenue
		Lilac Lane	Hodgson Road	Dennison Avenue
		Rustic Place	Dennison Avenue	Galtier Street
		Dawn Avenue	Rice Street	Hodgson
		Colleen Avenue	Rice Street	Rustic Place
2016	Hodgson Road (Highway 49) Reconstruction	Hodgson Road (Highway 49)	Gramsie Road	County Road 96 W
2017	Bridge, Lion & Arner Neighborhoods Reconstruction	Bridge Street - Local	Galtier Street	Hodgson Road
		Lion Lane - Local	Galtier Street	Bridge Street
		Arner Avenue - Local	Mackubin Street	Dale Street N
		Dale Street N - MSA	County Road 96 W	Arner Avenue
		Dale Court S - Local	Dale Street N	Cul-de-sac
2017		Dale Court N - Local	Dale Street N	Cul-de-sac



CITY OF SHOREVIEW
STREET REHABILITATION PROJECTS
5 YEAR CIP - 2013-2017

2013 - STREET REHABILITATION PROJECT
2016 - STREET REHABILITATION PROJECT

**CITY OF SHOREVIEW, MINNESOTA
STREET RENEWAL POLICY
AMENDED OCTOBER 21, 1996**

I. INTENT

It is the intent and purpose of this policy to maintain a permanent program to manage, finance and implement the reconstruction or rehabilitation of the streets within the City of Shoreview. This policy is intended to allow the City to adequately plan for the major capital costs that will ultimately occur as the City's existing streets age and deteriorate. It is also the intent of this policy to create a financing and payment system that will be fair and equitable to all property owners within the City during future years as it becomes necessary to reconstruct or rehabilitate the City's street system.

II. ELIGIBLE PROJECTS

Street improvement projects eligible under this policy consist of improvements to existing paved public streets within the City, which are in public use and which are maintained by the City. Unimproved, unmaintained public rights-of-way are not eligible. Street improvements to Ramsey County roadways or State highways located within the City, which are performed as a joint City/County or City/State project, under the terms of an agreement that obligates the City to participate in the cost of the improvement, are also eligible for this policy.

No street improvement project shall be initiated under this policy until all underground utilities that are or will be located within the roadway area have been inspected and determined to be adequate, or have been repaired or rehabilitated to a condition that will provide a projected useful life of the utility in excess of the anticipated useful life of the new or rehabilitated roadway. In addition, all future publicly-owned underground utility systems that will be required for the ultimate development and service of the project area must be installed prior to the implementation of street improvements under this policy.

The rehabilitation, replacement, or installation of new sanitary sewer, water systems or storm drainage systems, which are required to satisfy this policy, shall not be considered as an element of the street improvement program. Such underground utility improvements, which are required in advance or at the time of the street improvement project, shall be implemented by the City under the prevailing policies and regulations for such utility improvements, and the costs involved in such utility improvements shall not be included as a cost of the street improvement project. Minor modifications to utility systems, which are required to facilitate the new street, such as manhole, catch basin, and valve adjustments, shall be considered as an element of the street project.

The City shall perform a detailed inventory of all City streets that are eligible for improvement under this policy, and maintain such information in an automated

Pavement Management Program (PMP). The PMP shall measure and document the condition of all City streets, taking into account such factors as surface texture and wear, the extent of cracking, the roughness, adequacy of drainage and such other factors that will assist in the evaluation of the roadway. The data collected by the PMP shall be evaluated by the City Engineer and, based on that evaluation; the City shall prepare a comprehensive schedule and cost estimate for the anticipated street improvements. In addition, a Capital Improvement Program (CIP) shall be prepared which shall identify the estimated cost, sequence, and schedule in which projects should be implemented. The PMP shall be reviewed and updated every four years, and a new cost estimate, rating, and CIP shall be prepared with each update of the PMP.

III. DESIGN STANDARDS

All City streets, except those streets on the Municipal State Aid Street System (MSA) shall be designed to a uniform performance standard. The basic standards shall be a 32-foot width measured from face of curb, a pavement and base section adequate for a 7-ton loading based upon the characteristics of the underlying sub grade soils, and it shall include concrete curb and gutter. In areas where platted right-of-ways and/or existing land uses make the consideration of 32-foot-wide streets impractical, the City shall analyze the feasibility of narrower streets. Such analysis shall include emergency service needs, existing topography, access issues, cost, and other factors deemed appropriate. The specific design details, specifications and material standards used for a street improvement project shall generally conform to the City's ordinances and procedures, applicable at the time the project is implemented.

To the maximum extent possible, the existing streets and in-place materials shall be used or left in place. Seal coating, crack-filling and pavement overlay strategies will be used to rehabilitate roadways when deemed cost-effective through analysis of the City's Pavement Management Program. Existing concrete curb shall be left in place if its condition is adequate for the anticipated life of the new or rehabilitated pavement. In-place pavement and aggregate base materials shall be recycled and reused when it is determined that it is the most cost-effective method.

Design standards for City streets that are on the MSA system shall be as required by the MSA regulations. Design standards for Ramsey County or Mn/DOT roadways shall be determined by each respective agency.

IV. PAYMENT AND FINANCIAL PROGRAM

It is the intent of this policy that the City, as a whole, is primarily responsible for the payment of the street replacement and rehabilitation program. It is also the intent of this policy to identify the specific benefits that are created by the street improvements to the adjacent properties, specifically the enhancement of property values as a result of the adjacent street improvements.

The financial program shall consist of the following elements:

- A. The City shall designate, to the maximum extent possible, all of its available MSA mileage allocation, with the objective of security the maximum amount of MSA funds for use in conjunction with the Street Renewal Program.
- B. The City will maintain a permanent Street Renewal Fund from which the majority of the cost of the street renewal program shall be paid. The Street Renewal Fund shall be reviewed periodically, and adjustments to the policy shall be made where necessary to assure the adequacy of the fund.
- C. The City shall levy special assessments on adjacent benefiting properties when the street improvement project includes the installation of concrete curb and gutter in locations where concrete curb and gutter did not exist prior to the improvement.

The cost to be assessed to abutting properties shall be a portion of the cost to bring the street up to a modern standard, being approximately equal to the cost of new concrete curb and gutter, including a proportionate share of all project Engineering and Administrative costs of the improvement. The assessment rate shall be computed on a per-lot unit basis, with a lot unit being defined as a platted single-family residential lot or equivalent which, according to current Shoreview code, cannot be further subdivided for R-1 detached residential. A lot unit dimension may be set as the average width based on detached residential/R-1 lots within the improvement area.

In computing the assessable units, consideration shall be given to properties that can be further subdivided into lot units. All properties other than single family residential (R-1 detached residential) such as parks, attached and detached residential, high-density, residential, churches, schools, offices, commercial and industrial properties shall be superficially subdivided to determine the assessable lot units or part thereof. To reflect the number of increased traffic generation by commercial, industrial, and high-density residential properties, a factor of 2 will be applied to determine the rate of assessment for properties of these types.

Benefits from street renewal improvements shall be considered to extend a minimum of 130 feet each side of the street right-of-way. A half-unit width shall be considered on corner lots where both streets are not currently being improved. Lots fronting on or immediately adjacent to more than one improved public street shall not be doubly assessed.

If a street renewal project is requested to be constructed to a greater width and/or thickness than the standard by the abutting property owners, then the excess cost above that of the standard reconstruction cost shall be fully assessed to those properties.

If a property has been assessed on a lot unit basis for a public improvement, and subsequently a property division is made creating additional lot units, then a supplemental charge shall be made to the property at the same rate which applied under the original assessments.

The assessment process shall be carried out in accordance with Minnesota Statutes Chapter 429. The assessment rate shall be on a per-lot unit basis and shall be calculated and processed in accordance with the current City Street Renewal Program and Unit Assessment Policy.

No special assessments shall be levied in situations with existing concrete curb and gutter.

V. IMPLEMENTATION PROCEDURES

- A. Consideration of a street for improvement under this policy shall be initiated by any of the following:
 - 1. Petition by the adjacent property owners.
 - 2. Recommendation by the City staff based upon the Capital Improvement Program (CIP) and/or the Pavement Management Program (PMP).
 - 3. Request by Ramsey County and/or Mn/DOT for City participation in a joint improvement.
 - 4. Initiation by City Council.
- B. If the City Council determines that it is desirable to consider the project, an engineering feasibility study shall be prepared. The study shall examine the need for the project, its relative priority to other streets that are in need of improvement, the extent of utility repairs and improvements required in advance of the street improvement, and the cost and financial considerations. If the proposed project includes special assessments, all subsequent work and activities shall be performed in accordance with the applicable provisions of the MSA regulations, current City policy, and Minnesota Statutes Chapter 429.
- C. Following the Public Hearing, the Council will either order the work or reject the project.

Adopted by the Shoreview City Council on the 21st day of October 1996.

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To close the public hearing in consideration of the establishment of Tax Increment District No. 8 relating to the Lakeview Terrace Apartments Project (Midland Plaza Redevelopment).

VOTE: AYES: _____ NAYS: _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 12-119, approving the modification to Municipal Development District No. 2 and Tax Increment Financing Plan for the creation of a new Tax Increment District No. 8 (a Redevelopment District) and;

To adopt Resolution No. 12-120, approving and authorizing the execution of a Tax Increment Financing Development Agreement for the Lakeview Terrace Apartments Project (Midland Plaza Redevelopment), subject to minor changes as approved by the City Manager and City's legal counsel.

VOTE:	AYES: _____	NAYS: _____
Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Memorandum

To: Mayor and City Council Members

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: December 14, 2012

Re: Lakeview Terrace Apartments Project (Midland Plaza Redevelopment)
- Establishment of Tax Increment District No. 8 (Redevelopment District)
- Approval of Tax Increment Development Agreement

Introduction

The City Council is being asked to consider approvals of a proposed tax increment financing (TIF) plan for the creation of a new TIF district and TIF development agreement in support of the redevelopment of the vacant Midland Plaza retail center for the Lakeview Terrace Apartments project. A public hearing is scheduled for the City Council meeting on December 17th in consideration of the proposed financial assistance.

Background

The project proposes the redevelopment of the Midland Plaza strip center for the construction of a new upscale six-story apartment building of 104 units in the Midland Terrace Apartments complex area.

The redevelopment project requires the proposed creation of a new tax increment financing district to serve as the primary funding source for the public improvements and other eligible development costs to benefit the project. The developer has submitted a formal application request for tax increment financing assistance and has moved along on a concurrent review track with the site and building plans. The majority of the costs for the public infrastructure improvements will be reimbursed through the tax increment generated from the new apartment building and special assessments to the property owner, with additional financial support provided back to the developer of the increment for eligible expenses. The City also received a grant from the Metropolitan Council through the Livable Communities program, which will also assist with the project financing.



The financing plan has been reviewed several times over the past year by both the Economic Development Authority (EDA) and City Council. Both the Council and EDA have been supportive of the redevelopment project, citing the public benefits of removing an old vacant/blighted strip center, creating new higher end market rental housing, and providing traffic safety improvements for the area. In a joint meeting in July of this year, the Council and EDA were receptive to a revised financing plan and request from the developer to direct some of the public resources to assist with the private development (specifically the underground parking structure). However, City officials also expressed public policy concerns about the use of significant existing tax increment funds from TIF District No. 1 redirected in the form of a loan to assist the project, thus restricting the City's ability to use those funds for other redevelopment and business expansion objectives.



In a follow-up meeting of the EDA and Council on August 13th, a revised financing plan was presented that maintained the same level of funding previously discussed and supported but modified to lessen the contribution from existing TIF District No. 1. This revised proposal allows the City to retain funding to assist with other economic development projects.

After reaching preliminary support from the Council and EDA, and agreement with the developer, a public hearing was scheduled in August but had to be canceled due to issues between the property owner and Freddie Mac on the release of a small but critical portion of the Midland Terrace Apartments property that was included in an existing mortgage for the complex. After two months of negotiations by Tycon Companies, with assistance from the City, the developer reached an agreement with Freddie Mac on resolving the valuation issue on the release of land necessary to move ahead with the Lakeview Terrace apartment project.

The EDA reviewed the updated and amended tax increment financing in November and both the financing and final development plans are now being presented to the Council for formal approvals.

Financing Plan

TIF District Establishment. Included with this report is a Tax Increment Financing Plan for the creation of a new Tax Increment District No. 8, a redevelopment district with a maximum duration of 25-years. The TIF Plan is a necessary requirement that defines the type and use of the tax increment district to be created for providing public financial assistance. The public hearing is required for consideration of establishing a tax increment district. The following map identifies the proposed tax increment district area boundaries:



TIF Development Agreement. The City's tax increment development attorney Robert Deike has prepared a TIF Development Agreement, with the involvement the City's development consultant Kirstin Barsness. A copy of the document is included with this report.

The major financing structure and terms have not changed from the previous review by the EDA and City Council. City staff and developer have negotiated other outstanding items and have reached agreement on provisions relating to a guaranteed value, assignment of the agreements, assessment participation, and the ability for the developer to terminate the agreement if final costs associated with the public improvements increase significantly from the current estimates once competitive public bids are received.

Key financing terms included in the proposed TIF Development Agreement for the Lakeview Terrace project include:

Tax Increment –

The City:

- \$1,087,450 Inter-fund loan from TIF No. 1 payable over life of district at 2.75% interest
- At current interest rate, the city loan has a balance at the end of the district of approximately \$135,000 –payment due
- City receives 33% of the increment annually
- Development guarantees the amount listed in the City Note Amortization schedule. Guarantee required because the Developer did not want a minimum assessment agreement

- 10% administration – maintain balance should OSA find that engineering expenditures made prior to district approval can't be considered project eligible- but must be paid from administration.

The Developer:

- \$2,000,000 “pay-as-you-go” note issued at 5.5%
- Receives 67% of the increment
- If the repayment of the principal and interest from the inter-fund loan is fulfilled, any additional increment be generated will be used to satisfy the pay-as-you-go note.

The Source and Use table gives a more visual depiction of the proposed TIF structure:

Uses	Sources					
	LCDA Grant	Ramsey County	Improvement Bonds	City Inter-Fund Loan	PAYGo TIF Note	Total
Parking Structure	\$ 0	\$ 0	\$ 0	\$ 0	\$2,000,000	\$2,000,000
Demolition/Site Prep	\$202,450	\$ 0	\$ 0	\$ 0	\$ 0	\$202,450
Road & Rail Improvements	\$452,550	\$360,000	\$1,000,000	\$1,087,450	\$ 0	\$2,900,000
TOTAL	\$655,000	\$360,000	\$1,000,000	\$1,087,450	\$2,000,000	\$5,102,450

Public Improvement Assessment –

Terms of the proposed assessment include:

- Developer accepts \$1,000,000 assessment for a portion of the public improvements payable over 20 years at a rate .5% over costs.
- Developer can review and opt to terminate project if public improvements costs at time of bid award exceed 10% - have 5 days after city notification to exercise option to terminate (include healthy contingency at time of bid)
- 100% of cost overruns are to be included in assessment prior to work commencing
- City responsible for costs associated with unforeseen conditions during construction
- Developer has the option to prepay assessments in whole, not partials. Must cover any penalties incurred by the City related to the prepayment.

Other Development Agreement Terms –

- The Developer will post a \$1,627,000 Letter of Credit. The amount covers the loan from TIF District No. 1 and the LCDA grant should the improvements be built, but the apartment building is not constructed.
- The developer must pay for the costs associated with Owasso should the road be completed, but the apartment building project is not constructed.
- Can assign the project to another party without City approval if the current ownership maintains obligations.

Deviations from City Policy –

- Providing upfront assistance from TIF No. 1
- Split of the increment with City loan not being repaid in full.
- Assessment period and interest rate (longer and lower)
- No minimum assessment agreement when the City has a loan or bond issued – this is why the guarantee is required.

Recommendation

At their November 13th meeting, the Economic Development Authority unanimously voted to recommend to the City Council as a whole approval of the proposed tax increment financing assistance for this project. Staff also recommends adoption of Resolution No. 12-69, approving the modification to Municipal Development District No. 2 and proposed Tax Increment Financing Plan for the creation of a new Tax Increment District No. 8, and Resolution No. 12-73, approving and authorizing the execution of a Tax Increment Financing Development Agreement for the Lakeview Terrace Apartments project (Midland Plaza redevelopment). Copies of the resolutions are attached with this report.

**CITY OF SHOREVIEW
RAMSEY COUNTY
STATE OF MINNESOTA**

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 12-119

**RESOLUTION ADOPTING A MODIFICATION TO THE
DEVELOPMENT PROGRAM FOR MUNICIPAL DEVELOPMENT
DISTRICT NO. 2; AND ESTABLISHING TAX INCREMENT
FINANCING DISTRICT No. 8 THEREIN AND ADOPTING A TAX
INCREMENT FINANCING PLAN THEREFOR.**

BE IT RESOLVED by the City Council of the City of Shoreview, Minnesota, as follows:

Section 1. Recitals.

1.01. The City Council (the "Council") of the City of Shoreview (the "City") has heretofore established Municipal Development District No. 2 and adopted the Development Program therefor. It has been proposed that the City adopt a Modification to the Development Program (the "Development Program Modification") for Municipal Development District No. 2 (the "Project Area") and establish Tax Increment Financing District No. 8 (the "District") therein and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Development Program Modification and the TIF Plan are referred to collectively herein as the "Program Modification and TIF Plan"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.124 to 469.134 and Sections 469.174 to 469.1799, all inclusive, as amended, (the "Act") all as reflected in the Program Modification and TIF Plan, and presented for the Council's consideration.

1.02. The City has investigated the facts relating to the Program Modification and TIF Plan and has caused the Program Modification and TIF Plan to be prepared.

1.03. The City has performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Program Modification and TIF Plan, including, but not limited to, notification of Ramsey County and Independent School District No. 621 having taxing jurisdiction over the property to be included in the District, a review of and written comment on the Program Modification and TIF Plan by the City Planning Commission, and the holding of a public hearing upon published notice as required by law.

1.04. Certain written reports (the "Reports") relating to the Program Modification and TIF Plan and to the activities contemplated therein have heretofore been prepared by staff and

consultants and submitted to the Council and/or made a part of the City files and proceedings on the Program Modification and TIF Plan. The Reports include data, information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

Section 2. Findings for the Adoption and Approval of the Program Modification and TIF Plan.

2.01. The Council hereby finds that the Program Modification and TIF Plan are intended and, in the judgment of this Council, the effect of such actions will be, to provide an impetus for development in the public purpose and accomplish certain objectives as specified in the Program Modification and TIF Plan, which are hereby incorporated herein.

Section 3. Findings for the Establishment of Tax Increment Financing District No. 8.

3.01. The Council hereby finds that the District is in the public interest and is a "redevelopment district" under Minnesota Statutes, Section 469.174, Subd. 10 of the Act.

3.02. The Council further finds that the proposed development would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the Tax Increment Financing Plan, that the Program Modification and TIF Plan conform to the general plan for the development or redevelopment of the City as a whole; and that the Program Modification and TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole, for the redevelopment or development of the District by private enterprise.

3.03. The Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.

Section 4. Public Purpose.

4.01. The adoption of the Program Modification and TIF Plan conforms in all respects to the requirements of the Act and will help redevelop a blighted site, improve traffic safety, and provide for additional housing opportunities within the community. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan. A private developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

Section 5. Approval and Adoption of the Program Modification and TIF Plan.

5.01. The Program Modification and TIF Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Manager.

5.02. The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Program Modification and TIF Plan and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.

5.03 The Auditor of Ramsey County is requested to certify the original net tax capacity of the District, as described in the Program Modification and TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the City is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution.

5.04. The City Manager is further authorized and directed to file a copy of the Program Modification and TIF Plan with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated: December 17, 2012

ATTEST:

Sandy Martin, Mayor

Terry Schwerm, City Manager

(Seal)

EXHIBIT A

RESOLUTION NO. 12-119

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 8 as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that the Tax Increment Financing District No. 8 is redevelopment district as defined in M.S., Section 469.174, Subd. 10.*

Tax Increment Financing District No. 8 is a contiguous geographic area comprised of portions of four parcels within the City's Municipal Development District No. 2, delineated in the TIF Plan, for the purpose of financing redevelopment in the City through the use of tax increment.

The parcels, consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;

The District is in the public interest because it will facilitate the demolition of an existing retail strip center; realign Owasso Street, Victoria Street and County Road E; upgrade the railroad crossing and signalization; and construct a 104 unit- six story market rate luxury apartment building in the City of Shoreview. Additionally, it will increase construction employment in the state, and preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 8 permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: It is the City's finding that the road project would not occur if the apartment building was not being constructed. Conversely, the apartment building cannot be built without the road improvement taking place. It is necessary to reconstruct Owasso Street prior to the apartment building construction in order to provide a building pad. The \$2.9 million road reconstruction is prohibitive for one developer to assume. The City, without tax increment assistance, would not have the resources to make the required public improvements as prescribed by Ramsey County and CP Rail.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the approximate cost of \$2.9 million in public improvements (road reconstruction and realignment of Owasso Street, Victoria Street and County Road E) and the improvements required to by CP Rail for their crossing add to the total development, making the proposed development not economically feasible if paid completely by the developer. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
 - b. If the proposed development occurs, the total increase in market value will be \$10,653,200 (see Appendix D and E of the TIF Plan)
 - c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$2,880,000 (see Appendix D and E of the TIF Plan).
 - d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$7,773,200 (the amount in clause b less the amount in clause c) without tax increment assistance.
3. *Finding that the TIF Plan for Tax Increment Financing District No. 8 conforms to the general plan for the development or redevelopment of the municipality as a whole.*
The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.
4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 8 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Municipal Development District No. 2 by private enterprise.*
The project to be assisted by the District will result in redevelopment of blighted site in the City and the State of Minnesota, increased tax base of the State, and add a high quality development to the City.

CITY OF SHOREVIEW, MINNESOTA

RESOLUTION NO. 12-120

RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH LAKEVIEW TERRACE, LLC, AND THE EXECUTION OF A TAX INCREMENT REVENUE NOTE IN CONNECTION THEREWITH

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREVIEW (the "City") AS FOLLOWS:

WHEREAS, the City of Shoreview, Minnesota (the "City") has approved the establishment of Tax Increment Financing District No. 8 (the "District"), a redevelopment district, pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1799 (the "Tax Increment Act"); and

WHEREAS, the City has received a proposal from Lakeview Terrace, LLC (the "Developer") pursuant to which the Developer would redevelop certain real property in the City through the construction of a rental housing development (the "Improvements"); and

WHEREAS, the Developer has also proposed that the City provide financial assistance to the Developer using tax increment revenues from the District; and

WHEREAS, the City has determined that construction of the Improvements is in the best interests of the City and the state of Minnesota, will result in the redevelopment of property that currently is underutilized and contains structurally substandard buildings and improvements, and will result in the construction of necessary rental housing in the City; and

WHEREAS, there has been presented to the City Council of the City a proposed Development Agreement (the "Contract") between the City and the Developer setting forth the terms of the City's provision of financial assistance to the Developer in connection with the construction of the Improvements.

NOW, THEREFORE, be it hereby resolved by the City Council of the City as follows:

1.02. Execution of Contract and Issuance of the Note. The appropriate officers of the City are hereby authorized to execute the Contract in substantially the form presented to the City Council, subject to such changes as may be approved by the City Manager and the City's legal counsel, to execute the Note at the time stated in the Contract and to issue and deliver the Note described therein at the time provided in the Contract.

Section 2. Form of Note. The Note shall be substantially in the form contained in the Contract, with the blanks properly filled in.

Section 3. Terms, Execution and Delivery.

3.01. Dates; Interest Payment Dates. The Note shall be dated as of the date it is issued. Principal of and interest on the Note shall be payable to the owner of record thereof as of the close of business on the fifteenth day of the month preceding each Scheduled Payment Date, whether or not such day is a business day.

3.02. Registration. The City appoints the City Treasurer and Finance Director as Note Registrar. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at his/her principal office a Note register in which the Registrar shall provide for the registration of ownership of the Note and the registration of transfers or exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date. The Note shall not be transferred to any person other than an affiliate or other related entity of the Developer, unless the City has been provided with an opinion of counsel, acceptable to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

(c) Cancellation. The Note surrendered upon any transfer shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on the Note or separate instrument of transfer is valid and genuine and the requested transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the Note register as the absolute owner of the Note, whether the Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest on the Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon the Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange and reasonable legal fees and other costs incurred in connection therewith.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of such mutilated Note or in lieu of and in substitution for such Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Note was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. Any Note so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Note prior to payment.

3.03. Preparation and Delivery. The Note shall be prepared under the direction of the City Manager of the City and shall be executed on behalf of the City by the manual signatures of its Mayor and the City Manager. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, the Note shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Note has been duly executed by the manual signature of an authorized representative of the Registrar. The executed certificate of authentication on the Note shall be conclusive evidence it has been authenticated and delivered under this resolution. When the Note have been so executed and authenticated, it shall be delivered by the City Manager to the Developer.

Section 4. Pledge of Available Tax Increment. The City hereby pledges to the payment of the principal of and interest on the Note Available Tax Increment, as defined in the Contract.

Section 5. County Auditor Registration; Certification of Proceedings.

5.01 County Auditor Registration. The City Manager is hereby authorized and directed to file a certified copy of this Resolution with the County Auditor of Ramsey County, together with such other information as such County Auditor shall require, and to obtain from said County Auditor a certificate that the Note has been entered on his/her bond register.

5.02. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the purchaser of the Note certified copies of all proceedings and records of the City, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Adopted this ____ day of _____, 2012.

Mayor

Attest:

12/10/12

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF SHOREVIEW

and

LAKEVIEW TERRACE, LLC

Dated as of: _____, 2012

This document was drafted by:

BRADLEY & DEIKE, P. A.
4018 West 65th Street, Suite 100
Edina, MN 55435
Telephone: (962) 926-5337

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the _____ day of _____, 2012, by and between the City of Shoreview, a statutory city under the laws of the State of Minnesota (hereinafter referred to as the "City"), and having its principal office at City Hall, 4600 North Victoria Street, Shoreview, Minnesota 55126, and Lakeview Terrace, LLC, a Minnesota limited liability company (hereinafter referred to as the "Developer"), having its principal office at _____

WITNESSETH:

WHEREAS, The City is a municipal corporation organized and existing pursuant to the Constitution and laws of the State of Minnesota and is governed by the Council of the City (the "Council"); and

WHEREAS, the City has established within the City its Municipal Development District No. 2 pursuant to Minnesota Statutes, Sections 469.124 - 469.134, providing for the development and redevelopment of certain areas located within the City (which development district is hereinafter referred to as the "Project"); and

WHEREAS, the City has further established its Tax Increment Financing District No. 8 within the Project pursuant to Minnesota Statutes, Sections 469.174-469.1799 (which tax increment financing district is hereinafter referred to as the "Tax Increment District"); and

WHEREAS, the Tax Increment District is a redevelopment tax increment financing district created pursuant to Minnesota Statutes, Section 469.176, subd. 10; and

WHEREAS, pursuant to Minnesota Statutes, Section 469.176, subdivision 4, tax increment derived from the Tax Increment District may be used in accordance with the tax increment financing plan created in connection with the establishment of the Tax Increment District to pay the capital and administration costs of the Project; and

WHEREAS, the Developer is the owner of certain real property located within the Tax Increment District (which real property is hereinafter referred to as the "Property" and is more particularly described in Schedule A annexed hereto and made a part hereof); and

WHEREAS, the Developer has presented to the City a proposal under which the Developer would construct on the Property approximately 104 units of residential rental housing and related improvements; and

WHEREAS, the Developer has as part of its proposal requested that the City use tax increment generated from the Tax Increment District to provide certain financial assistance to aid in its development, without which assistance such development would not be feasible; and

WHEREAS, City believes that the redevelopment of the Property and the provision of the housing as proposed by the Developer is in the best interest of the City and its residents and in

accord with the public purposes and provisions of applicable federal, state and local laws under which the Project is being undertaken and assisted;

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means Minnesota Statutes, Sections 469.124-469.134, as amended.

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Assessments" means the special assessments levied or to be levied against the Property as described in Section 4.4 of this Agreement.

"Available Tax Increment" means with respect to each Scheduled Payment Date under the Note the Tax Increment received by the City in the six (6) month period preceding the Scheduled Payment Date but only after deducting: (i) first, ten percent (10%) of the Tax Increment to be retained by the City for administrative costs; and (ii) second, the amount set forth on the payment schedule attached as Schedule D to this Agreement to be applied to the payment of the City Loan. After the City Loan is paid in full, "Available Tax Increment" shall mean ninety percent (90%) of the Tax Increment.

"City" means the City of Shoreview, or its successors or assigns.

"City Loan" means the loan in the approximate amount of \$1,087,000, together with interest thereon at the rate of two and three quarters percent (2.75%) per year, from the City's Tax Increment District No. 1 to the Tax Increment District the proceeds of which will be used by the City to pay a portion of the cost of constructing the Public Improvements.

"Construction Plans" means the site plan, utility plan, grading and drainage plan, landscape plan, elevations drawings, materials list and related documents on the construction work to be performed by the Developer on the Property which have been submitted to and approved by the City Council of the City, together with any conditions imposed by the City Council in connection with its approval.

"County" means Ramsey County, Minnesota.

"Developer" means Lakeview Terrace, LLC, a Minnesota limited liability company, its permitted successors and assigns.

"Developer Public Improvements" means the portion of the Public Improvements being constructed solely as a result of the Developer's construction of the Improvements as described in Section 4.4 of this Agreement.

"Event of Default" means an action by the Developer listed in Article IX of this Agreement.

"Improvements" means the improvements to be constructed by the Developer on the Property, consisting of approximately one hundred and four (104) units of residential rental housing in a six story building and related improvements in accordance with the approved Construction Plans.

"Note" means the Taxable Limited Revenue Tax Increment Note to be issued by the City pursuant to Section 3.3 of this Agreement, which Note shall be substantially in the form of the Note attached to this Agreement as Schedule B.

"Project" means the City's Municipal Development District No. 2.

"Project Area" means the real property located within the boundaries of the Project.

"Project Plan" means the plan and development program adopted in connection with creation of the Project.

"Property" means the real property described as such on the attached Schedule A.

"Public Improvements" means the street and utility improvements to be undertaken by the City as described in Section 4.4 of this Agreement.

"Reimbursable Costs" means the portion of the costs to be incurred by the Developer in constructing the Improvements to be reimbursed by the City through the issuance and payment of the Note as described in Article III of this Agreement, which costs are described on Schedule C to this Agreement.

"State" means the State of Minnesota.

"Tax Increment" means that portion of the real property taxes paid with respect to the Property and Improvements that is remitted to and actually received by the City as tax increment pursuant to the Tax Increment Act.

"Tax Increment Act" means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174-469.1799, as amended and as it may be further amended from time to time.

"Tax Increment District" means the Tax Increment Financing District No. 8 created by the City within the Project Area.

"Tax Increment Plan" means the tax increment financing plan adopted by the City in connection with its creation of the Tax Increment District, which plan together with the information and findings contained therein is hereby incorporated herein and made a part hereof by reference.

"Termination Date" means the earlier of: (a) the date that the Tax Increment District terminates, which by law will be twenty six (26) years after the date that the City receives the first Tax Increment from the Tax Increment District; or (b) the date that the City's payment obligations under the Note have been satisfied or terminated pursuant to this Agreement and the Note.

"Unavoidable Delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit, and which directly results in delays.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city under the laws of the State. Under the laws of the State, the City has the power to enter into this Agreement and to perform its obligations hereunder.

(b) The City has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The City is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a Minnesota limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its articles of organization or member control agreement or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) The Developer will construct the Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations), except for variances necessary to construct the improvements contemplated in the Construction Plans approved by the City.

(c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure. In the event that it is necessary to take any action to obtain any necessary permits or approvals with respect to the Property under any local, state or federal environmental law or regulation, the Developer will be responsible for taking such action.

(d) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of,

the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The Developer would not construct the Improvements without the City's provision of the financial assistance contemplated by this Agreement.

ARTICLE III

Development Proposal; Issuance of Note

Section 3.1. Development Proposal. The Developer owns the Property. The Developer has proposed to undertake site work on the Property to prepare the Property for the construction of the Improvements and to construct the Improvements. The Developer has demonstrated to the City that current lending requirements, the cost of demolishing the improvements currently located on the Property and the cost of installing public improvements to serve the Property and Improvements renders development of the Improvements infeasible without financial assistance. Therefore, the City has agreed to construct certain road and utility improvements made necessary due to the proposed construction of the Improvements and to offset a portion of the cost of construction of the Improvements and related improvements using a portion of the Tax Increment generated from the Improvements on a pay as you go basis through the issuance and payment of the Note.

Section 3.2. Reimbursable Costs. (a) The City agrees that it will reimburse the Developer for its payment of certain costs of developing the Improvements. Such costs are referred to herein as the "Reimbursable Costs" and are described on the attached Schedule C. The City's reimbursement of the Developer shall be accomplished through the City's issuance and payment of the Note. The principal amount of the Reimbursable Costs to be reimbursed by the City through the issuance of the Note shall be \$2,000,000.00, subject to the Developer's documentation of such costs.

(b) The Developer shall be solely responsible for initial payment of the Reimbursable Costs and all construction work related thereto. The City's sole obligation in such regard shall be to issue the Note at the time stated in this Agreement and to pay the Note in accordance with its terms. The City agrees that it will issue the Note if the Developer provides to the City invoices and certifications in such form as the City may reasonably require, demonstrating that the Improvements have been completed, that the Developer has paid the Reimbursable Costs, and that the Reimbursable Costs equal or exceed \$2,000,000.00, or if the Reimbursable Costs are less than \$2,000,000.00, then the amount of the Reimbursable Costs that have been incurred, which amount shall be the principal amount of the Note. The Note will be issued at such time as the conditions precedent set forth in Section 3.4 have been satisfied.

Section 3.3. Issuance of Note. The City's reimbursement of the Developer for the Reimbursable Costs shall be through the issuance of the Note which shall occur at the time stated in Section 3.2 of this Agreement. The Note shall be substantially in the form of the Note attached to this Agreement as Schedule B, with all blanks properly filled in. The Note shall be dated as of the date of its issuance and shall be payable together with simple non-compounding interest at the rate of five and one half percent (5.5%) per year from the date of the issuance of the Note until the Note is paid in full or terminated.

Section 3.4. Conditions Precedent to Issuance of Note. Notwithstanding anything to the contrary contained herein, the City's obligation to issue the Note shall be subject to satisfaction, or waiver in writing by the City, of all of the following conditions precedent:

- (a) the Developer shall not be in default under the terms of this Agreement;
- (b) the Developer shall have provided to the City the certifications, invoices and evidence specified in Section 3.2; and
- (c) the Developer shall have completed construction of the Improvements.

Section 3.5. City Costs. The Developer has deposited with the City the sum of \$7,500. The City will draw upon such deposit to pay its legal and consulting fees associated with the creation of the Tax Increment District and the negotiation and preparation of this Agreement, and related documents. To the extent that such costs exceed \$7,500 the Developer will pay to the City the amount of such excess costs within ten (10) days after demand by the City.

ARTICLE IV

Construction of Improvements; Public Improvements

Section 4.1. Construction of Improvements. The Developer agrees that it will construct the Improvements on the Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate the Improvements as a residential rental housing facility and will maintain, preserve and keep the Improvements or cause the Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) Previously, the Developer submitted and the City approved Construction Plans for the Improvements. Said approval constitutes a conclusive determination that the Construction Plans (and the Improvements, if constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

(b) If the Developer desires to make any material change or changes in any Construction Plans after their approval by the City, the Developer shall submit the proposed change or changes to the City for its approval. For purposes of this Agreement, a "material change" shall mean a change that alters the quality of materials used in constructing the Improvements, the exterior appearance of the Improvements, the market value upon completion of the Improvements or the general nature of the Improvements. If the Construction Plans, as modified by the proposed change or changes, are acceptable to the City, the City shall approve the proposed change or changes and notify the Developer in writing of its approval. Any requested change or changes in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change or changes.

(c) Nothing in this Agreement shall be deemed to excuse the Developer from complying with the City's normal zoning and construction permitting process as it relates to the development of the Improvements.

Section 4.3. Commencement and Completion of Construction. (a) Subject to Unavoidable Delays, the Developer shall commence construction of the Improvements by September 1, 2013, and shall complete the construction of the Improvements by September 1, 2014. All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City as well as any changes to the Construction Plans approved by the City in accordance with Section 4.2(b) of this Article IV.

(b) Until construction of the Improvements has been completed the Developer shall make construction progress reports, at such times as may reasonably be requested by the City, but not more than once a month, as to the actual progress of the Developer with respect to such construction.

Section 4.4. Public Improvements. (a) Construction of the Improvements will require substantial upgrading of certain adjacent and nearby roadways that will serve the Property and Improvements. Such construction work is described on Schedule E to this Agreement and is referred to in this Agreement as the "Public Improvements". The City agrees that it will, subject to Unavoidable Delays, construct or cause to be constructed the Public Improvements in accordance with the construction schedule contained on Schedule E to this Agreement. The Public Improvements will be constructed in accordance with City and County standards for such work.

(b) The cost of the Public Improvements is currently estimated to be \$2,987,000. The City intends to finance such cost using the following sources of funds:

- (i) \$360,000 in funds contributed by the County;
- (ii) \$540,000 in Livable Communities Demonstration Account grant funds made available by the Metropolitan Council (the "LCDA Grant");
- (iii) \$1,087,000 in a loan made by the City from its Tax Increment District No. 1, which loan is the City Loan and is intended to be repaid from a portion of the Tax Increment generated from the Property and completed Improvements; and
- (iv) \$1,000,000 in net proceeds of special assessment bonds to be issued by the City to finance the Developer Public Improvements as described below.

The \$2,987,000 of Public Improvements costs is a current estimate only. The actual cost of the Public Improvements will be determined when all costs are known. To the extent that the actual cost of the Public Improvements exceeds \$2,987,000, 100% of the excess costs will be added to the amount described in (iv) above. Before the City commences construction of the Public Improvements or Developer Public Improvements, the City will provide to the Developer updated costs of the Public Improvements and Developer Public Improvements based on bids obtained by the City. If the updated costs exceed \$2,987,999 by ten percent (10%) or more, the Developer shall have the right to terminate this Agreement by giving written notice of termination to the City within five (5) days of its receipt of the updated cost figures. If the Developer fails to give such notice of termination within said time period the Developer's right to terminate this Agreement due to excess costs shall terminate. If the actual costs of the Public Improvements or Developer Public Improvements are more than the updated cost figures due to unforeseen conditions or causes the excess costs will be the sole obligation of the City.

The Developer acknowledges that the City's construction of the Public Improvements will be undertaken in reliance on the Developer's agreement that it will construct the Improvements. If the Developer fails to construct the Improvements, the LCDA Grant will be immediately repayable by the City to the Metropolitan Council. Also, a failure by the Developer to construct the Improvements will result in no Tax Increment being generated to be used to repay the \$1,087,000 loan described in (iii) above. Therefore, in order to induce the City to undertake the construction of the Public Improvements the Developer agrees that prior to and as a condition to the City's commencement of the Public Improvements the Developer will provide to the City an irrevocable bank letter of credit in the amount of \$1,627,000 available to be drawn upon by the

City to repay \$1,627,000 of the costs of the Public Improvements in the event that the Developer fails to construct the Improvements in accordance with the terms of this Agreement. The letter of credit shall be in a form, contain terms, and from a financial institution, all acceptable to the City, in its sole discretion. The letter of credit will be released upon completion of construction of the Improvements.

(c) A portion of the Public Improvements, the Developer Public Improvements, is being constructed only because such improvements are necessary to enable the development and operation of the Improvements and only benefit the Property. As is the case with the Public Improvements, the City would not undertake construction of the Developer Public Improvements if the Developer had not agreed to construct the Improvements. Therefore, if the Developer fails to construct the Improvements, for any reason, in accordance with the terms of this Agreement, the Developer shall be obligated to pay to the City the cost of the Developer Public Improvements. The Developer Public Improvements are described on Schedule E and the cost of the Developer Public Improvements is currently estimated to be \$1,000,000.00 but is subject to adjustment as described in (b) above. If the Developer fails to commence or complete construction of the Improvements by the times stated in this Agreement, the City shall be entitled to demand that the Developer pay to the City all costs incurred by the City in constructing the Developer Public Improvements and such costs shall be due and payable within thirty (30) days after demand by the City.

(d) The City intends to pay the cost of constructing the Developer Public Improvements using the net proceeds of special assessment bonds issued by the City. The principal amount of such bonds will equal the cost of constructing the Developer Public Improvements plus the costs of issuing the bonds including capitalized interest, if applicable. If the Developer constructs the Improvements, the Developer will be required to repay to the City the cost of the Developer Public Improvements but may do so over a period of time. In order to secure the Developer's obligation to pay to the City the cost of the Developer Public Improvements, the City shall be entitled at any time to assess the cost thereof as special assessments against the Property (the "Assessments") having the same effect as a special assessment described in Minnesota Statutes, Chapter 429. At least ten (10) days prior to issuing the bonds and levying the Assessments, the City shall provide the Developer the option of paying the cost of the Developer Public Improvements. The principal amount of the Assessments shall equal the principal amount of the City's bonds issued to finance the construction of the Developer Public Improvements. The Assessments shall be payable over a twenty (20) year period. The principal amount of the Assessments shall accrue interest at the rate of one half percent (.50%) in excess of the average interest rate on the bonds issued by the City to finance the Developer Public Improvements. The Assessments may be prepaid, in whole but not in part, at any time by the Developer; provided, that the Developer shall also pay to the City a prepayment premium equal to the difference between the interest payable on the City's bonds issued to finance the Developer Public Improvements and the rate of interest the City will be able to earn on funds paid to the City by the Developer to prepay the Assessments, as reasonably determined by the City's finance director and fiscal advisors.

The Developer intends that this Agreement constitutes a petition within the meaning of Minnesota Statutes, section 429.031, subd. 3. The Developer hereby waives any and all rights it

may have to challenge or contest the legality or validity of the assessments, or the amount thereof, on any grounds, including, without limitation, statutory, procedural, or constitutional grounds. Without limiting the foregoing, the Developer waives any argument that not all of the properties that may be benefited by the Developer Public Improvements will be assessed. If the City constructs the Developer Public Improvements such construction will be done in express reliance on the Developer's agreements contained herein. If the Developer fails to construct the Improvements and fails to repay the City for the costs of constructing the Developer Public Improvements as required in (c) above, the City may also assess the cost of the Developer Public Improvements against the Property but the full amount of the Assessments shall be payable with the property taxes due in the calendar year following the assessment of the costs. If requested by the City the Developer will enter into a formal petition petitioning the City to undertake the Developer Public Improvements and agreeing to the Assessments and will cause any other party whose consent is necessary to make the Assessments a first lien on the Property to execute the petition.

ARTICLE V

Insurance and Condemnation

Section 5.1. Insurance.

(a) The Developer will provide and maintain or cause to be provided and maintained at all times during the process of constructing the Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Improvements at the date of completion, and with coverage available in nonreporting form on the so called "all risk" form of policy.

(ii) General liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A or better in Best's Insurance Guide, shall name the City as an additional insured, and shall contain an agreement of the insurer to give not less than thirty (30) days' advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder.

(b) Upon completion of construction of the Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, all risk vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Improvements, but any such policy may have a deductible amount of not more than \$150,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City.

The term "full insurable replacement value" shall mean the actual replacement cost of the Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer, selected and paid for by the Developer and approved by the City.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000.00.

(iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The policies of insurance required in (a)(ii) and (b)(ii) above shall name the City as an additional named insured.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$150,000 in amount to, or destruction of, the Improvements or any portion thereof resulting from fire or other casualty. In the event of any such damage, the Developer will forthwith repair, reconstruct and restore the Improvements to substantially the same or an improved condition or value as existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

Subject to the approval of Developer's lender, the Developer shall complete the repair, reconstruction and restoration of the Improvements, whether or not the Net Proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any proceeds remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

(e) If the Developer defaults with respect to its obligations to repair, reconstruct or restore the Improvements as required in subsection (d) above, the City, as a result thereof, shall be entitled to suspend and ultimately terminate its payment obligations under the Note, subject to Section 9.2 of this Agreement.

(f) The City agrees that any interest on its part by virtue of this Agreement in the application or receipt of any proceeds of insurance under the policies required by subsections

(a)(i) or (b)(i) above shall be subordinate to the interest of the Developer's lender of financing for the construction of the Improvements and to any lender of permanent financing.

Section 5.2. Condemnation. In the event that title to and possession of the Improvements or any material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person prior to the Termination Date, the Developer shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking. Upon receipt of any condemnation award, the Developer shall elect to either: (a) use the entire condemnation award to reconstruct the Improvements (or, in the event only a part of Improvements have been taken, then to reconstruct such part) within the Tax Increment District; or (b) retain the condemnation award whereupon in the event that a substantial portion of the Property and Improvements have been taken, the City's obligations under this Agreement and the Note shall terminate.

ARTICLE VI

Taxes; Tax Increment

Section 6.1. Real Property Taxes. The Developer shall pay all real property taxes payable with respect to the Property and Improvements in a timely manner and prior to imposition of penalty.

Section 6.2. Tax Increment. Subject to the limitations contained in the Note, the City hereby pledges to the payment of the Note the Available Tax Increment generated from the Property and completed Improvements. The Developer acknowledges that the City has made no warranties or representations to the Developer as to the amounts of Tax Increment that will be generated or that the Available Tax Increment will be sufficient to pay the Note in whole or in part. All estimates of Available Tax Increment prepared by or on behalf of the City were prepared for the City's use only and were not intended to be relied upon by the Developer. Nor is the City warranting that it will have throughout the term of this Agreement and the Note the continuing legal ability under State law to apply Available Tax Increment to the payment of the Note, which continued legal ability is a condition precedent to the City's obligations under the Note. Tax Increment received by the City in any year in amounts in excess of Available Tax Increment shall be the City's property and the City shall be free to use such excess Tax Increment for any purpose for which such Tax Increment may be used under the Tax Increment Act.

Section 6.3. Tax Increment Guarantee. It is the intention of the City that the City Loan will be repaid using a portion of the Tax Increment which will be generated from the Property and the completed Improvements. Therefore, the Developer agrees to guarantee that the annual Tax Increment generated by the Property and Improvements, commencing in calendar year 2016 and continuing until the City Loan and all accrued interest on the City Loan has been paid in full, will equal or exceed the amounts set forth on the City Loan payment schedule contained on Schedule D to this Agreement. In the event that the Tax Increment generated by the Property and Improvements in any year is less than the amount guaranteed in this section, the City shall provide notice to the Developer of such fact and the amount of the deficiency in Tax Increment. Thirty (30) days after receipt of such notice the Developer shall be liable for and shall pay to the City the amount of such deficiency. The City may make demand for such payment as of May 15 and October 15 of each year, or on such later date as the City determines the amount of such deficiency in Tax Increment, with the amount payable as of such dates being equal to the amount of the Tax Increment deficiency attributable to the tax payment due as of such date. The obligation of the Developer to make the payments as provided in this Section 6.1 of this Agreement shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the City or any other government body or other person. The Developer shall not fail to make any required payments for any cause or circumstances whatsoever including the failure or refusal of a bank to honor a demand under a letter of credit, any change in law, or any other event even if beyond the control of the Developer. If the Developer fails to make any guarantee payment required under this Section, the City may declare the aggregate of all payments required to be made by the Developer under this Section immediately due and payable, upon which the Developer shall be

liable for such payments. Any amount paid by the Developer as a result of the City's acceleration of the guarantee payments pursuant to the previous sentence shall be added to the principal amount of the Note.

ARTICLE VII

Mortgage Financing

Section 7.1. Mortgage Financing. (a) On or before _____, 2012, the Developer shall provide to the City evidence of a commitment for mortgage financing sufficient for construction of the Improvements. If the City finds that the mortgage financing is sufficiently committed, adequate in amount to provide for the construction of the Improvements, and subject only to such conditions as the City approves, then the City shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld and either approval or rejection shall be given within fourteen (14) days from the date when the City is provided the evidence of mortgage financing. If the City rejects the evidence of mortgage financing as inadequate, it shall do so in writing specifying the basis for the rejection. In any event, the Developer shall submit adequate evidence of mortgage financing within thirty (30) days after such rejection.

(b) The City agrees that if requested it will enter into an agreement with the Developer's lender of financing for the acquisition and construction of the Improvements allowing such lender, its successors and assigns, to cure defaults by the Developer under this Agreement and to continue to receive payments under the Note so long as there is compliance with all provisions of this Agreement.

ARTICLE VIII

Prohibitions Against Assignment and Transfer, Indemnification

Section 8.1. Prohibition Against Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to completion of the Improvements, the Developer will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease (other than leases to residential tenants), or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest herein or therein, or any contract or agreement to do any of the same, without the prior written approval of the City. Notwithstanding the foregoing, the Developer may transfer the Property and Improvements to an entity owned or controlled by the Developer or the Developer's owners provided that the Developer informs the City of such transfer and the transferee enters into an agreement under which the transferee assumes and agrees to perform all of the Developer's obligations under this Agreement. Following completion of the Improvements the Developer may transfer the Property and Improvements but shall remain obligated under all of the terms of this Agreement unless the City approves the transfer, including the identity and financial qualifications of the transferee, and the City and the transferee enter into an agreement in a form prescribed by the City by which the transferee assumes and agrees to perform all of the Developer's obligations under this Agreement.

Section 8.2. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements.

(c) The City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who may be about the Property or Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

Section 9.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 9.1 of this Agreement occurs, the City may immediately suspend its performance under this Agreement and the Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement and may take any one or more of the following actions after providing thirty (30) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, provided, however, that if such Event of Default is by its nature incapable of cure within thirty (30) days if the Developer provides to the City evidence, reasonably acceptable to the City, that the Event of Default will be cured and will be cured as soon as reasonably possible, then the Developer shall have such additional time as is reasonably necessary to cure such Event of Default but only so long as the Developer is diligently pursuing such cure:

(a) Terminate this Agreement and/or the Note; and/or

(b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become

due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall be liable for the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE X

Additional Provisions

Section 10.1. Representatives Not Individually Liable. (a) No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or its successor or on any obligations under the terms of the Agreement.

(b) No member, official, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successor by the Developer on account of any obligations under the terms of the Agreement.

Section 10.2. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and such successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in this Agreement.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 321 University Avenue S.E., Minneapolis, MN 55414, with a copy to James Christoffel at Christoffel & Elliott, P.A., 444 Cedar Street, UBS Plaza Suite 1111, Saint Paul, MN 55101; and

(b) in the case of the City, is addressed to or delivered personally to the City at City Hall, 4600 North Victoria Street, Shoreview, MN 55126.

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.5. Disclaimer of Relationships. Nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by any person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture among the City, the Developer, and/or any third party.

Section 10.6. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

Section 10.9. Termination of Agreement. At such time as the Developer has performed all of its payment and other obligations under this Agreement, the City and the Developer will execute an instrument terminating this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF SHOREVIEW

By _____

By _____

LAKEVIEW TERRACE, LLC

By _____

By _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ and _____, the Mayor and City Manager of the City of Shoreview, a statutory City, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ and _____, the _____ and _____ of Lakeview Terrace, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

SCHEDULE A

Description of Property

SCHEDULE B
UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF SHOREVIEW
TAXABLE LIMITED REVENUE TAX INCREMENT NOTE
(LAKEVIEW TERRACE PROJECT)

The City of Shoreview, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of Lakeview Terrace, LLC, a Minnesota limited liability company, or its permitted assigns (the "Owner"), solely from the source, to the extent and in the manner hereinafter provided, the principal amount of this Note, being Two Million Dollars (\$2,000,000.00) (the "Principal Amount"), together with interest as hereinafter described, on July 31 and December 31 of each year commencing on July 31, 2016, and continuing to and including December 31, 20__ (the "Scheduled Payment Dates"). This Note is the Note defined in that certain Development Agreement dated as of _____, 2012, between the City and the Owner (the "Contract"). Interest at the rate of five and one half percent (5.5%) per annum (the "Rate") shall accrue from the date of this Note until the earlier of the date that this Note is paid in full or the termination of the City's Tax Increment Financing District No. 8 (the "District"). Interest shall be computed on the basis of a 360-day year of twelve (12) 30-day months.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

The Note is a special and limited obligation and not a general obligation of the City, which has been issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 469.178, subdivision 4, to aid in financing a "project", as therein defined, of the City consisting generally of defraying certain capital and administrative costs incurred and to be incurred by the City within and for the benefit of its Municipal Development District No. 2 (the "Project").

THIS NOTE IS SPECIAL AND LIMITED AND NOT A GENERAL OBLIGATION OF THE CITY PAYABLE SOLELY OUT OF AVAILABLE TAX INCREMENT, AS DEFINED BELOW, AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE ON THIS NOTE, NOR SHALL THIS NOTE BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN AVAILABLE TAX INCREMENT.

The Scheduled Payment of this Note due on any Scheduled Payment Date is payable solely from and only to the extent that the City shall have received in the six (6) month period preceding such Scheduled Payment Date "Available Tax Increment". For purposes of this Note, Available Tax Increment with respect to any Scheduled Payment Date shall have the meaning set forth in the Contract. Available Tax Increment constitutes a portion of the tax increment

generated in the calendar year of the Scheduled Payment Date with respect to that certain real property described on the attached Exhibit A (hereinafter referred to as the "Property").

The City shall pay on each Scheduled Payment Date to the Owner the Available Tax Increment received by the City in the six (6) month period preceding such Scheduled Payment Date. To the extent that on the earlier of December 31, 20__ (after making the Scheduled Payment to be made on such date), or the date that the City's Tax Increment Financing District Number 8 terminates, the City has not paid the entire Principal Amount and interest due under this Note, this Note shall nonetheless terminate and the City shall have no further obligations hereunder. All payments made by the City under this Note shall be first applied to accrued interest and then to the Principal Amount.

The City's obligations herein are subject to the terms and conditions of the Contract. Subject to Section 9.2 of the Contract, the City's payment obligations hereunder shall be suspended until an Event of Default arising under the Contract has been cured and/or this Note may be terminated under certain circumstances by the City upon the occurrence of an Event of Default as provided in Sections 9.1 and 9.2 of the Contract, which Contract is incorporated herein and made a part hereof by reference. Upon such termination, the City's obligations to make further payments hereunder shall be discharged. Such termination may be accomplished by the City's giving of written notice to the then registered owner of this Note, as shown on the books of the City.

This Note shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability hereon or be deemed to have obligated itself to pay hereon from any funds except Available Tax Increment, and then only to the extent and in the manner herein specified. The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any director, commissioner, council member, board member, officer, employee or agent of the City, nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration hereof or otherwise.

This Note shall not be transferable or assignable, in whole or in part, by the Owner without the prior written consent of the City, which consent shall not be unreasonably withheld or denied. This Note is issued pursuant to Resolution _____ of the City and is entitled to the benefits thereof, which resolution is incorporated herein by reference.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Shoreview, by its City Council, has caused this Note to be executed by the manual signatures of the _____ and the _____ of the City and has caused this Note to be dated _____, 201__.

EXHIBIT A TO NOTE

Description of Property

SCHEDULE C

Reimbursable Costs

The following costs to be incurred by the Developer shall constitute the Reimbursable Costs:

SCHEDULE D

City Loan Repayment Schedule

Lake View Terrace Amortization Schedule -City Loan 1% inflation					
			2.75%		
0.5	1,087,000.00	25,905.00	14,946.25	10,958.75	1,076,041.25
1.0	1,076,041.25	25,905.00	14,795.57	11,109.43	1,064,931.82
1.5	1,064,931.82	26,051.00	14,642.81	11,408.19	1,053,523.63
2.0	1,053,523.63	26,051.00	14,485.95	11,565.05	1,041,958.58
2.5	1,041,958.58	26,197.00	14,326.93	11,870.07	1,030,088.51
3.0	1,030,088.51	26,197.00	14,163.72	12,033.28	1,018,055.23
3.5	1,018,055.23	26,344.00	13,998.26	12,345.74	1,005,709.49
4.0	1,005,709.49	26,344.00	13,828.51	12,515.49	993,193.99
4.5	993,193.99	26,491.00	13,656.42	12,834.58	980,359.41
5.0	980,359.41	26,491.00	13,479.94	13,011.06	967,348.35
5.5	967,348.35	26,640.00	13,301.04	13,338.96	954,009.39
6.0	954,009.39	26,640.00	13,117.63	13,522.37	940,487.02
6.5	940,487.02	26,789.00	12,931.70	13,857.30	926,629.72
7.0	926,629.72	26,789.00	12,741.16	14,047.84	912,581.88
7.5	912,581.88	26,939.00	12,548.00	14,391.00	898,190.88
8.0	898,190.88	26,939.00	12,350.12	14,588.88	883,602.00
8.5	883,602.00	27,809.00	12,149.53	15,659.47	867,942.53
9.0	867,942.53	27,809.00	11,934.21	15,874.79	852,067.74
9.5	852,067.74	27,241.00	11,715.93	15,525.07	836,542.67
10.0	836,542.67	27,241.00	11,502.46	15,738.54	820,804.13
10.5	820,804.13	27,398.00	11,286.06	16,111.94	804,692.19
11.0	804,692.19	27,398.00	11,064.52	16,333.48	788,358.71
11.5	788,358.71	27,551.00	10,839.93	16,711.07	771,647.64
12.0	771,647.64	27,551.00	10,610.16	16,940.84	754,706.79
12.5	754,706.79	27,705.00	10,377.22	17,327.78	737,379.01
13.0	737,379.01	27,705.00	10,138.96	17,566.04	719,812.97
13.5	719,812.97	27,859.00	9,897.43	17,961.57	701,851.40
14.0	701,851.40	27,859.00	9,650.46	18,208.54	683,642.86
14.5	683,642.86	28,014.00	9,400.09	18,613.91	665,028.95
15.0	665,028.95	28,014.00	9,144.15	18,869.85	646,159.09
15.5	646,159.09	28,170.00	8,884.69	19,285.31	626,873.78
16.0	626,873.78	28,170.00	8,619.51	19,550.49	607,323.30
16.5	607,323.30	28,327.00	8,350.70	19,976.30	587,346.99
17.0	587,346.99	28,327.00	8,076.02	20,250.98	567,096.01
17.5	567,096.01	28,484.00	7,797.57	20,686.43	546,409.58
18.0	546,409.58	28,484.00	7,513.13	20,970.87	525,438.72
18.5	525,438.72	28,643.00	7,224.78	21,418.22	504,020.50

19.0	504,020.50	28,643.00	6,930.28	21,712.72	482,307.78
19.5	482,307.78	28,643.00	6,631.73	22,011.27	460,296.51
20.0	460,296.51	28,802.00	6,329.08	22,472.92	437,823.59
20.5	437,823.59	28,802.00	6,020.07	22,781.93	415,041.66
21.0	415,041.66	28,967.00	5,706.82	23,260.18	391,781.49
21.5	391,781.49	28,967.00	5,387.00	23,580.00	368,201.48
22.0	368,201.48	29,128.00	5,062.77	24,065.23	344,136.25
22.5	344,136.25	29,128.00	4,731.87	24,396.13	319,740.12
23.0	319,740.12	29,452.00	4,396.43	25,055.57	294,684.55
23.5	294,684.55	29,452.00	4,051.91	25,400.09	269,284.46
24.0	269,284.46	29,615.00	3,702.66	25,912.34	243,372.13
24.5	243,372.13	29,615.00	3,346.37	26,268.63	217,103.49
25.0	217,103.49	29,779.00	2,985.17	26,793.83	190,309.67
25.5	190,309.67	29,779.00	2,616.76	27,162.24	163,147.42
26.0	163,147.42	30,053.00	2,243.28	27,809.72	135,337.70

SCHEDULE E

Description of Public Improvements and Developer Public Improvements and Construction Schedule

**Development Program
for Municipal Development District No. 2**

and the

**Tax Increment Financing Plan
for the establishment of**

**Tax Increment Financing District No. 8
Lakeview Terrace
(a redevelopment district)**

**within
Municipal Development District No. 2**



**City of Shoreview
Ramsey County
State of Minnesota**

Draft: August 15, 2012

Public Hearing: December 17, 2012

Adopted:

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Section 1 - Development Program for Municipal Development District No. 2

Foreword

The following text represents a Modification to the Development Program for Municipal Development District No. 2. This modification represents a continuation of the goals and objectives set forth in the Development Program for Municipal Development District No. 2. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 8. (As Modified August 20, 2012)

Tax Increment District No. 8 was created to assist with the redevelopment of the Midland Plaza Shopping Center site. The shopping center will be demolish, Owasso Street will be vacated and realigned to make a buildable site for a new 104 unit market rate apartment building called Lake View Terrace. The project will be owned by Lake View Terrace, LLC and operated by Tycon Companies, the manager of the adjacent Midland Terrace apartment complex.

The realignment of Owasso Street is the catalyst for the reconstruction of the entire intersection which includes improvements to County Road E, Victoria Street, and the Canadian Pacific (CP) Railroad. Assistance for the project will include the demolition of Midland Plaza, the vacation and reconstruction of Owasso Street, the reconstruction and improvement of County Road E, Victoria Street and the Railroad property, utility and site preparation work, parking and other TIF eligible activities.

Definitions

The terms defined below shall, for purposes of the Development Program, have the meanings herein specified, unless the context otherwise specifically required:

"City" means the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota.

"Comprehensive Plan" means the documents which contain the objectives, policies, standards and programs to guide public and private land use, development, redevelopment and preservation for all lands and water within the City.

"Council" means the City Council of the City of Shoreview, also referred to as the governing body. (See "Governing Body" below).

"County" means the County of Ramsey, Minnesota.

"County Board" means the Board of Commissioners for Ramsey County.

"Development District Act" means the statutory provisions of Minnesota Statutes, Sections 469.124 to 469.134 as amended and supplemented.

"Development District" means Municipal Development District No. 2 in the City, which was created and established pursuant to and in accordance with the Development District Act, and is geographically described in Section 1, Subsection 10 of the Development Program.

"Development Program" means this Development Program for Municipal Development District No. 2, initially adopted by the Council on May 5, 1995, and as it shall be modified. As defined in Minnesota Statutes, Section 469.125, Subdivision 5, a development program is a statement of objectives of the City for

improvement of a development district which contains a complete statement as to the public facilities to be constructed within the district, the open space to be created, the environmental controls to be applied, the proposed reuse of private property and the proposed operations of the district after the capital improvements within the district have been completed.

"Governing Body" means the duly elected Council.

"Municipal Industrial Development Act" means the statutory provisions of Minnesota Statutes, Sections 469.152 to 469.165, as amended.

"Municipality" means any city, however organized as defined in Minnesota Statutes, Section 469.125, Subdivision 2.

"Project Area" means the Development District as geographically described in Subsection 1, Subsection 10 of the Development Program.

"State" means the State of Minnesota.

"Tax Increment Bonds" means any general obligation or revenue tax increment bonds issued and to be issued by the City To finance the public costs associated with Municipal Development District No. 2, as stated in the Development Program and in the Tax Increment Financing Plans for the Tax Increment Financing Districts within Municipal Development District No. 2. The term "Tax Increment Bonds" shall also include any obligations issued to refund the Tax Increment Bonds.

"Tax Increment Financing District" means any tax increment financing district presently established or to be established in the future in Municipal Development District No. 2.

"Tax Increment Financing Act" means the statutory provisions of Minnesota Statutes, Sections 469.174 to 469.1799, inclusive, as amended.

SUBSECTION 1.1.

STATEMENT AND FINDING OF PUBLIC PURPOSE

The City Council (the "Council") of the City of Shoreview (the "City") determines that there is a need for development and redevelopment within the corporate limits of the City in the Development District to provide employment opportunities, to improve the tax base, maintain and renovate housing stock and to improve the general economy of the State. It is found that the area within the Development District is potentially more useful and valuable than is being realized under existing development, is less productive than is possible under this program and, therefore, is not contributing to the tax base to its full potential.

Therefore, the City has determined to exercise its authority to develop a modified program for improving Development District No. 2 of the City to provide impetus for private development, to maintain and increase employment, maintain and renovate housing stock, to utilize existing potential and to provide other facilities as are outlined in the Development Program adopted by the City.

The Council finds that the welfare of the City as well as the State of Minnesota requires active promotion, attraction, encouragement and development of economically sound industry, commerce and housing activities to carry out its stated public purpose objectives.

SUBSECTION 1.2.

STATUTORY AUTHORITY

The Council determines that it is desirable and in the public interest to modify, develop and administer a Development Program for Development District No. 2 (the "Development District") in the City to implement its Development District Plan, pursuant to the provisions of Sections 469.124 to 469.134, as amended, of Minnesota Statutes (the "Development District Act").

Funding of the necessary activities and improvements in the Development District shall be accomplished through tax increment financing in accordance with Minnesota Statutes, Sections 469.174 through 469.179, inclusive (the "Tax Increment Act") and through the use of industrial revenue bonds pursuant to the provisions of Chapter 469.152 to 469.165, as amended, of Minnesota Statutes (the "Municipal Industrial Development Act").

The City has designated the corporate limits (Modification No.4, 4/19/2010) of the City as Development District No. 2 as authorized by Minnesota Statutes, Section 469.126 of the Development District Act. Within the Development District, the City plans to undertake tax increment financing pursuant to Minnesota Statutes, Section 469.174, Subd. 10, 10(A), 11 and 12 of the Tax Increment Financing Act.

SUBSECTION 1.3.

STATEMENT OF OBJECTIVES

The Council determines that the modification of the Development District will provide the City with the ability to achieve certain public purpose goals not otherwise obtainable in the foreseeable future without City intervention in the normal development process. The public purpose goals include: restore and improve the tax base and tax revenue generating capacity of the Development District; increase employment opportunities; realize comprehensive planning goals; remove blighted conditions; revitalize the property within the Development District to create an attractive, comfortable, convenient, and efficient area for industrial, residential, commercial, governmental, convention, and related uses.

The City and Council seek to achieve the following Development District program objectives:

1. Promote and secure the prompt development of certain property in the Development District, which property is not now in productive use or in its highest and best use, in a manner consistent with the City's Comprehensive Plan and with a minimum adverse impact on the environment, and thereby promote and secure the development of other land in the City.
2. Promote and secure additional employment opportunities within the Development District and the City for residents of the City and the surrounding area, thereby improving living standards, reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City.
3. Secure the increase of commercial property subject to taxation by the City, Independent School Districts, Ramsey County, and other taxing jurisdictions in order to better enable such entities to pay for governmental services and programs required to be provided by them.
4. Provide for the financing and construction of public improvements in and adjacent to the Development District, necessary for the orderly and beneficial development of the Development District and adjacent areas of the City.

5. Promote the concentration of commercial, office, and other appropriate development in the Development District so as to maintain the area in a manner compatible with its accessibility and prominence in the City.
6. Encourage local business expansion, improvement, and development, whenever possible.
7. Create a desirable and unique character within the Development District through quality land use alternatives and design quality in new and redeveloped buildings.
8. Encourage and provide maximum opportunity for private redevelopment of existing areas and structures which are compatible with the Development Program.
9. Specific objectives include:
 - a. Acquire land or space which is vacant, unused, underused or inappropriately used for new or expanding uses as well as supportive parking.
 - b. Encourage the renovation and expansion of existing businesses.
 - c. Acquire property containing structurally substandard buildings and remove structurally substandard buildings for which rehabilitation is not feasible.
 - d. Provide park improvements to compliment private development.
 - e. Eliminate blighting influences which impede potential development.
 - f. Acquisition of property to support park improvements and proposed development.
 - g. Provide opportunities for market rate and affordable housing development.
 - h. Fund and operate loan programs for housing improvement activities.
(Modification No. 4, 4/19/2010)

SUBSECTION 1.4.

ESTIMATED PUBLIC COSTS AND SUPPORTIVE DATA

The estimated costs of the public improvements to be made within the Development District and financed by tax increments will be derived from the tax increment financing districts within Development District No. 2. (See Appendix "D" of Tax Increment Plan)

SUBSECTION 1.5.

ENVIRONMENTAL CONTROLS

The proposed development activities in the Development District do not present significant environmental concerns. All municipal actions, public improvements and private development shall be carried out in a manner consistent with existing environmental standards.

SUBSECTION 1.6.

PROPOSED REUSE OF PROPERTY

The public improvements needed to bring about the redevelopment of property may include acquisition of buildings, demolition and removal, site improvements, and general improvements. The estimated public improvement costs will be summarized in each of the applicable tax increment financing plans.

The Development Program does contemplate the acquisition of private property at such time as a private developer presents an economically feasible program for the reuse of that property. Proposals, in order to be considered, must be within the framework of the above cited goals and objectives, and must clearly demonstrate feasibility as a public program. Prior to formal consideration of the acquisition of any property, the City Council will require a binding contract, performance bond, and/or other evidence or guarantees that a supporting tax increment or other funds will be available to repay the public cost associated with the proposed acquisition. It shall be the intent of the City to negotiate the acquisition of property whenever necessary. Appropriate restrictions regarding the reuse and redevelopment of property shall be incorporated into any land sale contract or development agreement to which the City is a part.

SUBSECTION 1.7.

ADMINISTRATION AND MAINTENANCE OF DEVELOPMENT DISTRICT

Maintenance and operation of the public improvements will be the responsibility of the Manager of the City who shall serve as Administrator of the Development District. Each year the Administrator will submit to the Council the maintenance and operation budget for the following year.

The Administrator will administer the Development District pursuant to the provisions of Minnesota Statutes, Section 469.131 of the Development District Act; provided, however, that such powers may only be exercised at the direction of the Council. No action taken by the Administrator pursuant to the above mentioned powers shall be effective without authorization by the Council.

SUBSECTION 1.8.

REHABILITATION

Owners of properties within the Development District will be encouraged to rehabilitate their properties to conform with the applicable state and local codes and ordinances, as well as any design standards. Owners of properties who purchase property or receive assistance within the Development District from the City may be required to rehabilitate their properties as a condition of sale of land. The City will provide such rehabilitation assistance as may be available from federal, state or local sources.

SUBSECTION 1.9.

RELOCATION

The City accepts its responsibility for providing for relocation pursuant to Minnesota Statutes, Section 469.133 of the Development District Act, if applicable.

SUBSECTION 1.10.

BOUNDARY OF DEVELOPMENT DISTRICT

(Modification No. 4, 4/19/2010)

MDD No. 1 (Removed 5/15/95)

MDD No. 2 (Modification No.4, 4/19/2010)

The boundary of MDD No. 2 will include **all** of the following **Sections**:

Sections 2, 3, 4, 11, 14, 23, 24, 25, 26, 35, 36

The boundary of MDD No. 2 will include **partial** of the following **Sections**:

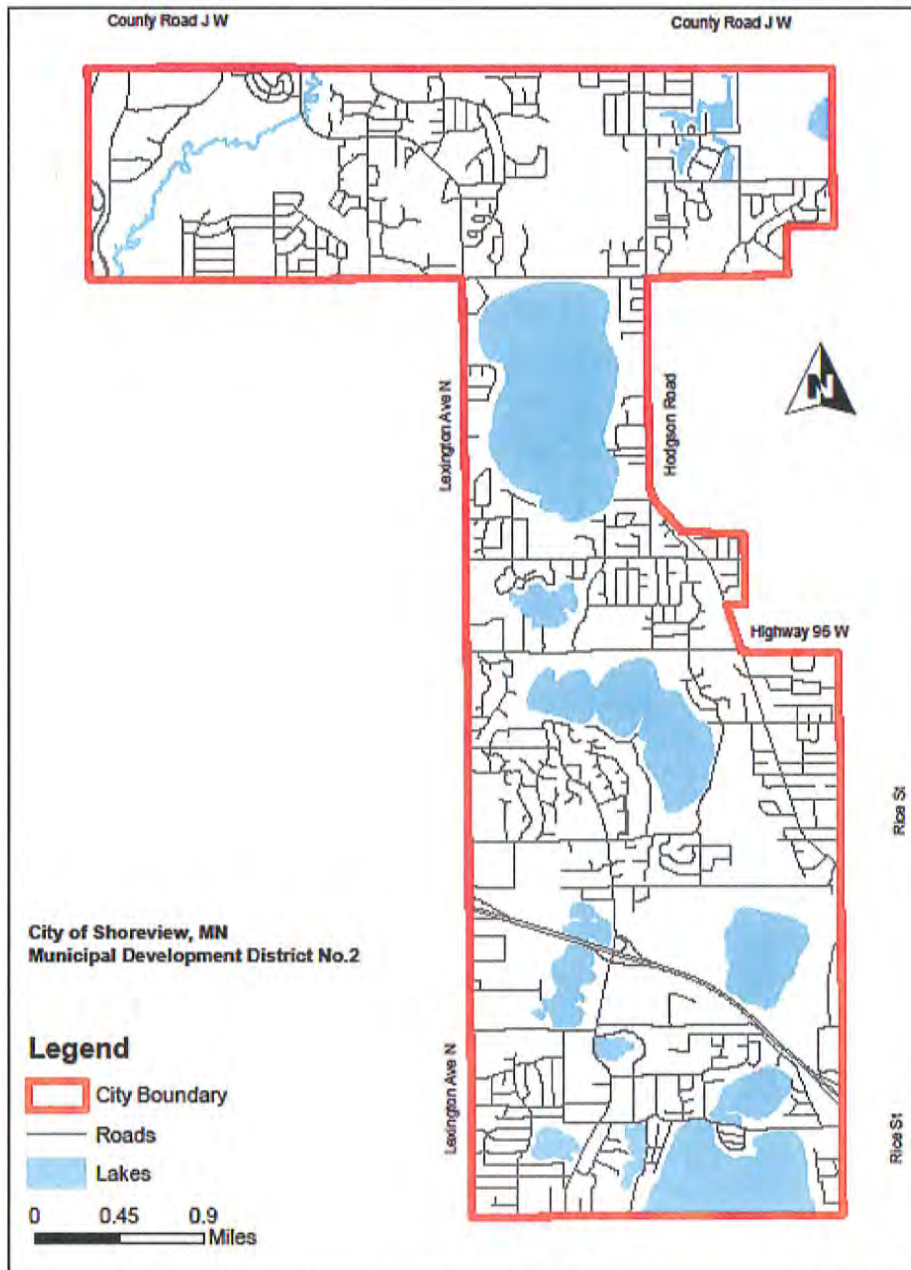
Section 1: Includes the portion containing the corporate limits of the City of Shoreview and excluding the portion of the Section residing in the corporate limits of the City of North Oaks.

Section 13: Includes the portion containing the corporate limits of the City of Shoreview and excluding the portion of the Section residing in the corporate limits of the City of North Oaks.

(AS MODIFIED December 17, 2012)

The boundaries of Municipal Development District No. 2 are not being changed as part of the modification to Municipal Development District No. 2.

SEE MAP ON FOLLOWING PAGE



Section 2 - Tax Increment Financing Plan
for Tax Increment Financing District No. 8

Subsection 2-1. Foreword

The City of Shoreview (the "City"), staff and consultants have prepared the following information to expedite the establishment of Tax Increment Financing District No. 8 (the "District"), a redevelopment tax increment financing district, located in Municipal Development District No. 2.

Subsection 2-2. Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.124 to 469.134*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1799*, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This plan constitutes the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Municipal Development District No. 2.

Subsection 2-3. Statement of Objectives

The District currently consists of portions of four parcels of land and adjacent and internal rights-of-way, including Owasso Street and designated portions of County Road E, Victoria Street and the adjacent railroad property owned and operated by Canadian Pacific Railroad. The District is being created to assist with the redevelopment of the Midland Plaza Shopping Center site. The shopping center will be demolished, and Owasso Street will be vacated and realigned to make a buildable site for a new 104 unit market rate apartment building called Lake View Terrace. The project will be owned by Lake View Terrace, LLC and operated by Tycon Companies, the manager of the adjacent Midland Terrace apartment complex.

Please see Appendix A for further District information.

The City has not entered into an agreement at the time of preparation of this TIF Plan, but construction of the road improvements are likely to commence in spring/summer 2013 and the new market rate apartment building in summer/fall 2013. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Municipal Development District No. 2.

The activities, contemplated in the Modification to the Development Program and the TIF Plan, do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Municipal Development District No. 2 and the District.

Subsection 2-4. Development Program Overview

1. Property to be Acquired - Selected property located within the District may be acquired by the City and is further described in this TIF Plan.
2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.

3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.
5. The City proposes both public and private infrastructure within the District. The proposed reuse of private property within the District will be for a 104 unit market rate apartment building and there will be continued operation of Municipal Development District No. 2 after the capital improvements within Development District No. 2 have been completed.

Subsection 2-5. Description of Property in the District and Property To Be Acquired

The District encompasses all property and adjacent and internal rights-of-way identified by the parcels listed in Appendix C of this TIF Plan. Additionally, the District contains portions of County Road E, Victoria Street and the adjacent Railroad property impacted by the reconstruction of the intersection of County Road E/Owasso Street and Victoria Street. Please also see the map in Appendix B for further information on the location of the District.

The City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

Subsection 2-6. Classification of the District

The City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1799*, as amended, inclusive, finds that the District, to be established, is a redevelopment district pursuant to *M.S., Section 469.174, Subd. 10* as defined below:

"Redevelopment district" means a type of tax increment financing district consisting of a project, or portions of a project, within which the authority finds by resolution that one or more of the following conditions, reasonably distributed throughout the district, exists:

(1) parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;

(2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities, or excessive or vacated railroad rights-of-way;

(3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15, if the tank facilities:

(i) have or had a capacity of more than 1,000,000 gallons;

(ii) are located adjacent to rail facilities; and

(iii) have been removed or are unused, underused, inappropriately used, or infrequently used; or

(4) a qualifying disaster area, as defined in subdivision 10b.

(b) For purposes of this subdivision, "structurally substandard" shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance.

(c) A building is not structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence on the basis of reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence. The municipality may not make such a determination without an interior inspection of the property, but need not have an independent, expert appraisal prepared of the cost of repair and rehabilitation of the building. An interior inspection of the property is not required, if the municipality finds that (1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and (2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard. Items of evidence that support such a conclusion include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3, clause (1). Failure of a building to be disqualified under the provisions of this paragraph is a necessary, but not a sufficient, condition to determining that the building is substandard.

(d) A parcel is deemed to be occupied by a structurally substandard building for purposes of the finding under paragraph (a) or by the improvements described in paragraph (e) if all of the following conditions are met:

(1) the parcel was occupied by a substandard building or met the requirements of paragraph (e), as the case may be, within three years of the filing of the request for certification of the parcel as part of the district with the county auditor;

(2) the substandard building or the improvements described in paragraph (e) were demolished or removed by the authority or the demolition or removal was financed by the authority or was done by a developer under a development agreement with the authority;

(3) the authority found by resolution before the demolition or removal that the parcel was occupied by a structurally substandard building or met the requirements of paragraph (e) and that after demolition and clearance the authority intended to include the parcel within a district; and

(4) upon filing the request for certification of the tax capacity of the parcel as part of a district, the authority notifies the county auditor that the original tax capacity of the parcel must be adjusted as provided by section 469.177, subdivision 1, paragraph (f).

(e) For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures.

(f) For districts consisting of two or more noncontiguous areas, each area must qualify as a redevelopment district under paragraph (a) to be included in the district, and the entire area of the district must satisfy paragraph (a).

In meeting the statutory criteria the City relies on the following facts and findings:

- The District will be a redevelopment district consisting of portions of 4 parcels (new plat to be filed with Ramsey County) plus the portions of County Road E, Victoria Street and the Railroad property impacted by the reconstruction of the intersection. (See Appendix A and B for details).
- An inventory shows that parcels consisting of 70% of the area in the District are occupied by building, streets, utilities or other improvements.
- An inspection of the buildings located within the District finds that more than 50 percent of the buildings are structurally substandard as defined in the TIF Act. (See Appendix F).

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111 or 273.112 or Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Subsection 2-7. Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and M.S., Section 469.176, Subd. 1*, the duration of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 26 years after receipt of the first increment by the City. The date of receipt by the City of the first tax increment is expected to be 2015. Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2040, or when the TIF Plan is satisfied. If the first increment is received in 2016, the term of the District will be 2041. The City reserves the right to decertify the District prior to the legally required date.

Subsection 2-8. Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2012 for taxes payable 2013.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2013) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2012. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. , and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Municipal Development District No. 2, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2015. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Estimated Tax Capacity upon Completion (PTC)	\$149,500	
Original Estimated Net Tax Capacity (ONTC)	\$16,335	
Estimated Captured Tax Capacity (CTC)	\$133,165	
Original Local Tax Rate	131.4740%	Pay 2012
Estimated Annual Tax Increment (CTC x Local Tax Rate)	\$175,077	
Percent Retained by the City	100%	

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and has determined that a demolition permit was issued for parcel 35.30.23.12.001 (Midland Plaza) on December 11, 2012 which occurred during the 18 months immediately preceding approval of the TIF Plan by the City.

Subsection 2-9. Sources of Revenue/Bonds to be Issued

Public Improvement costs, acquisition, relocation, utilities, street and sidewalks, and site preparation costs and other costs outline in the Use of Funds will be financed primarily through the annual collection of tax increments. The City reserves the right to use other sources of revenue legally applicable to the City and the Plan, including but not limited to, special assessments, general property taxes, state aid for road maintenance and construction, proceeds from the sale of land, other contributions from the developer and investment income, to pay for the estimated public costs.

The City reserves the right to incur bonded indebtedness or other indebtedness as a result of the Plan. As presently proposed, the project will be financed through a loan from Tax Increment District No. 1 with the loan repayment plus interest being the first use of the tax increment generated by the new TIF District No. 8. TIF District No. 1 is a pre-1990 district which allows for pooling outside of the district, but within the Development District for MDD No. 2. Additional indebtedness may be required to finance other authorized activities. The total amount of bonded indebtedness or other indebtedness related to the use of tax increment financing will not exceed \$3,100,000 without a modification to the Plan pursuant to applicable statutory requirements.

This provision does not obligate the City to incur debt. The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City. The City may also finance the activities to be undertaken pursuant to the TIF Plan through loans from funds of the City or to reimburse the developer on a "pay-as-you-go" basis for eligible costs paid for by a developer.

The total estimated tax increment revenues for the District are expected to be approximately \$4,884,562 as shown in the table below:

SOURCES OF FUNDS	TOTAL
Tax Increment	\$4,885,000
Met Council LCDA Grant	\$ 655,000
Ramey County	\$ 360,000
Private Assessment Bond	\$1,000,000
PROJECT REVENUES	\$5,900,000
Inter-fund Loan/Transfer from TIF No. 1	\$1,100,000
TOTAL PROJECT AND FINANCE REVENUES	\$8,900,000

The City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$3,100,000. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or inter fund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Subsection 2-10. Uses of Funds

Currently under consideration for the District is a proposal to facilitate the demolition of an existing retail strip center; realign Owasso Street, Victoria Street and County Road E; upgrade the railroad crossing and signalization; in order to construction of a 104 unit- six story market rate luxury apartment building. The City has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described. The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

<u>USES OF TAX INCREMENT FUNDS</u>	<u>TOTAL</u>
Streets and Sidewalks	\$2,550,000
Rail road Signal/Crossing	\$ 350,000
Demolition/Site Improvements	\$ 205,000
Parking Facilities	\$ 2,000,000
<u>Administrative Costs (up to 10%)</u>	<u>\$ 480,000</u>
PROJECT COST TOTAL	\$5,585,000
Private Assessment Bond	\$1,000,000
Inter-fund Loan from TIF No. 1 Principal	\$1,100,000
Loan Interest	\$ 1,215,000
TOTAL FINANCING AND PROJECT COSTS	\$8,900,000

For purposes of OSA reporting forms, uses of funds include inter fund loans, bond principal, TIF Note principal, and transfers, all in the principal amount of up to \$3,100,000. These amounts are not cumulative, but represent the various forms of "bonds" included within the concept of bonded indebtedness under the TIF Act.

The total project cost, including financing costs (interest) listed in the table on the previous page does not exceed the total projected tax increments for the District as shown in Appendix D.

Estimated capital and administrative costs listed above are subject to change among categories by modification of the TIF Plan without hearings and notices as required for approval of the initial TIF Plan, so long as the total capital and administrative costs combined do not exceed the total listed on the previous page.

Further, the City may spend up to 25 percent of the tax increments from the District for activities (described in the table on the previous page) located outside the boundaries of the District but within the boundaries of the Project (including administrative costs, which are considered to be spend outside the District), subject to all other terms and conditions of this TIF Plan.

Subsection 2-11. Business Subsidies

Pursuant to M.S., *Section 116J.993, Subd. 3*, the following forms of financial assistance are not considered a business subsidy:

- (1) A business subsidy of less than \$150,000;
- (2) Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
- (3) Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
- (4) Redevelopment property polluted by contaminants as defined in *M.S., Section 116J.552, Subd. 3*;
- (5) Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50% of the total cost;
- (6) Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
- (7) Assistance for housing;
- (8) Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under *M.S., Section 469.174, Subd. 23*;
- (9) Assistance for energy conservation;
- (10) Tax reductions resulting from conformity with federal tax law;
- (11) Workers' compensation and unemployment compensation;
- (12) Benefits derived from regulation;
- (13) Indirect benefits derived from assistance to educational institutions;
- (14) Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501 (c) (3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
- (15) Assistance for a collaboration between a Minnesota higher education institution and a business;
- (16) Assistance for a tax increment financing soils condition district as defined under *M.S., Section 469.174, Subd. 19*;

- (17) Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
- (18) General changes in tax increment financing law and other general tax law changes of a principally technical nature.
- (19) Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
- (20) Funds from dock and wharf bonds issued by a seaway port authority;
- (21) Business loans and loan guarantees of \$150,000 or less; and
- (22) Federal loan funds provided through the United States Department of Commerce, Economic Development Administration.

The City will comply with *M.S., Sections 116J.993 to 116J.995* to the extent the tax increment assistance under this TIF Plan qualifies for the exemption for housing (7) listed above and on the previous page.

Subsection 2-12. County Road Costs

Pursuant to *M.S., Section 469.175, Subd. 1a*, the county board may require the City to pay for all or part of the cost of county road improvements if the proposed development to be assisted by tax increment will, in the judgment of the county, substantially increase the use of county roads requiring construction of road improvements or other road costs and if the road improvements are not scheduled within the next five years under a capital improvement plan or within five years under another county plan.

If the county elects to use increments to improve county roads, it must notify the City within forty-five days of receipt of this TIF Plan. The City is aware that the county could claim that tax increment should be used for county roads, even after the public hearing.

Tax increment from TIF District No. 8 will be used to offset the costs of the reconstruction and signalization of both County Road E [Ramsey County 15] and Victoria Street [County Road 52]. The estimates for the road reconstruction project (2012 figures) and the proposed financing split are depicted in the table below.

<i>Road Project</i>	<i>Ramsey County Cost</i>	<i>City of Shoreview</i>
<i>County Road E</i>	<i>230,009</i>	<i>456,929</i>
<i>Victoria Street</i>	<i>67,000</i>	<i>545,517</i>
<i>Owasso Street Signal</i>	<i>33,500</i>	<i>16,500</i>
<i>CP Rail Crossing Upgrade</i>	<i>0</i>	<i>350,000</i>
<i>Totals</i>	<i>330,509</i>	<i>1,368,946</i>

Subsection 2-13. Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

IMPACT ON TAX BASE

	2011/Pay 2012 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) Upon Completion	Percent of CTC to Entity Total
Ramsey County	480,575,818	133,165	0.000277%
City of Shoreview	29,471,145	133,165	0.004518%
Moundsvie ISD No.621	94,727,714	133,165	0.001406%

IMPACT ON TAX RATES

	Pay 2012 Extension Rates	Percent of Total	CTC	Potential Taxes
Ramsey County	.61316	46.64%	133,165	81,652
City of Shoreview	.33252	25.29%	133,165	44,280
Moundsvie ISD No.621	.29044	22.09%	133,165	38,676
Other (HRA, EDA, et.al)	.07861	5.98%	133,165	10,468
Total	1.31474	100%		\$175,076

The estimates listed display the captured tax capacity when all construction is completed. The tax rate used for calculations is the actual Pay 2012 rate. The total net capacity for the entities listed is based on actual Pay 2012 figures.

Pursuant to M.S. Section 469.175 Subd. 2(b):

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$4,884,562;
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or require that the City expand its police force.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction and include fire protection equipment.

The development will impact traffic movements in the area. The additional traffic will be managed through the reconstruction of Owasso, Victoria and County Road E as part of the development project. These costs in addition to additional traffic signals and trails will improve safety in the area. The costs for these public improvements will be paid for out of revenues generated in the TIF District.

The development in the District is expected to contribute an estimated \$68,122 in local sanitary sewer (SAC) and water (WAC) connection charges. This does not include water meter fees or fees charged by the Metropolitan Council.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. There may be some general obligation debt issued in relation to this project, however, the amount will be such that there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$1,005,539;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$2,123,057;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the TIF Plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Subsection 2-14. Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District. Following is a list of reports and studies on file at the City that support the City's findings:

- **ULI Study** - Technical Assistance Panel, Midland Terrace Site, 5/19/09
- **City Council reports or workshops (dates):** 7/09/09 ULI Workshop with PC; 8/1/11 LCDA Grant authorization to submit; 3/05/12 - Concept Stage PUD;
- **Planning Commission reports/workshops:** 7/09/09 ULI Workshop with CC, 2/28/12 Concept Stage PUD
- **LCDA Grant Application – Date & Title:** 7/15/11 Midland Terrace Plaza Redevelopment
- **Housing Action Plan** - page 12
- **EDA Staff Reports:** 8/13/2012; 7/9/2012; 6/11/2012; 5/9/2011; 4/9/2012;
- **Engineering and Consulting Engineer Reports:** CC Report 4/16/2012

Subsection 2-15. Definition of Tax Increment Revenues

Pursuant to *M.S., Section 469.174, Subd. 25*, tax increment revenues derived from a tax increment financing district include all of the following potential revenue sources:

1. Taxes paid by the captured net tax capacity, but excluding any excess taxes, as computed under *M.S., Section 469.177*;
2. The proceeds from the sale or lease of property, tangible or intangible, to the extent the property was purchased by the Authority with tax increments;
3. Principal and interest received on loans or other advances made by the Authority with tax increments;

4. Interest or other investment earnings on or from tax increments;
5. Repayments or return of tax increments made to the Authority under agreements for districts for which the request for certification was made after August 1, 1993; and
6. The market value homestead credit paid to the Authority under M.S., Section 273.1384.

Subsection 2-16. Modifications to the District

In accordance with *M.S., Section 469.175, Subd. 4*, any:

1. Reduction or enlargement of the geographic area of the District, if the reduction does not meet the requirements of *M.S., Section 469.175, Subd. 4(e)*;
2. Increase in amount of bonded indebtedness to be incurred;
3. A determination to capitalize interest on debt if that determination was not a part of the original TIF Plan;
4. Increase in the portion of the captured net tax capacity to be retained by the City;
5. Increase in the estimate of the cost of the District, including administrative expenses, that will be paid or financed with tax increment from the District; or
6. Designation of additional property to be acquired by the City, shall be approved upon the notice and after the discussion, public hearing and findings required for approval of the original TIF Plan.

Pursuant to *M.S., Section 469.175 Subd. 4(f)*, the geographic area of the District may be reduced following the date of certification of the original net tax capacity by the county auditor, but shall not be enlarged after five years following the date of certification of the original net tax capacity by the county auditor. If an economic development district is enlarged, the reasons and supporting facts for the determination that the addition to the District meets the criteria of *M.S., Section 469.174, Subd. 12*, must be documented in writing and retained. The requirements of this paragraph do not apply if (1) the only modification is elimination of parcel(s) from the District and (2) (A) the current net tax capacity of the parcel(s) eliminated from the District equals or exceeds the net tax capacity of those parcel(s) in the District's original net tax capacity or (B) the City agrees that, notwithstanding *M.S., Section 469.177, Subd. 1*, the original net tax capacity will be reduced by no more than the current net tax capacity of the parcel(s) eliminated from the District. Economic Development districts, for which the request for certification date was made after June 30, 2009, may be enlarged provided the request for certification date of the enlargement is made prior to June 30, 2012.

The City must notify the County Auditor of any modification to the District. Modifications to the District in the form of a budget modification or an expansion of the boundaries will be recorded in the TIF Plan.

Subsection 2-17. Administrative Expenses

In accordance with *M.S., Section 469.174, Subd. 14*, administrative expenses means all expenditures of the City, other than:

1. Amounts paid for the purchase of land;
2. Amounts paid to contractors or others providing materials and services, including architectural and engineering services, directly connected with the physical development of the real property in the District;
3. Relocation benefits paid to or services provided for persons residing or businesses located in the District; or
4. Amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to *M.S., Section 469.178*; or
5. Amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (3).

For districts for which the request for certification were made before August 1, 1979, or after June 30, 1982, and before August 1, 2001, administrative expenses also include amounts paid for services provided by bond counsel, fiscal consultants, and planning or economic development consultants. Pursuant to *M.S., Section 469.176, Subd. 3*, tax increment may be used to pay any authorized and documented administrative expenses for the District up to but not to exceed 10 percent of the total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined by *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

For districts for which certification was requested after July 31, 2001, no tax increment may be used to pay any administrative expenses for District costs which exceed ten percent of total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined in *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

Pursuant to *M.S., Section 469.176, Subd. 4h*, tax increments may be used to pay for the County's actual administrative expenses incurred in connection with the District and are not subject to the percentage limits of *M.S., Section 469.176, Subd. 3*. The county may require payment of those expenses by February 15 of the year following the year the expenses were incurred.

Pursuant to *M.S., Section 469.177, Subd. 11*, the County Treasurer shall deduct an amount (currently .36 percent) of any increment distributed to the City and the County Treasurer shall pay the amount deducted to the State Treasurer for deposit in the state general fund to be appropriated to the State Auditor for the cost of financial reporting of tax increment financing information and the cost of examining and auditing authorities' use of tax increment financing. This amount may be adjusted annually by the Commissioner of Revenue.

Subsection 2-18. Limitation of Increment

The tax increment pledged to the payment of bonds and interest thereon may be discharged and the District may be terminated if sufficient funds have been irrevocably deposited in the debt service fund or other escrow account held in trust for all outstanding bonds to provide for the payment of the bonds at maturity or redemption date.

Pursuant to *M.S., Section 469.176, Subd. 6*:

if, after four years from the date of certification of the original net tax capacity of the tax increment financing district pursuant to M.S., Section 469.177, no demolition, rehabilitation or renovation of property or other site preparation, including qualified improvement of a street adjacent to a parcel but not installation of utility service including sewer or water systems, has been commenced on a parcel located within a tax increment financing district by the authority or by the owner of the parcel in accordance with the tax increment financing plan, no additional tax increment may be taken from that parcel and the original net tax capacity of that parcel shall be excluded from the original net tax capacity of the tax increment financing district. If the authority or the owner of the parcel subsequently commences demolition, rehabilitation or renovation or other site preparation on that parcel including qualified improvement of a street adjacent to that parcel, in accordance with the tax increment financing plan, the authority shall certify to the county auditor that the activity has commenced and the county auditor shall certify the net tax capacity thereof as most recently certified by the commissioner of revenue and add it to the original net tax capacity of the tax increment financing district. The county auditor must enforce the provisions of this subdivision. The authority must submit to the county auditor evidence that the required activity has taken place for each parcel in the district. The evidence for a parcel must be submitted by February 1 of the fifth year following the year in which the parcel was certified as included in the district. For purposes of this subdivision, qualified improvements of a street are limited to (1) construction or opening of a new street, (2) relocation of a street, and (3) substantial reconstruction or rebuilding of an existing street.

The City or a property owner must improve parcels within the District by approximately July 2015 and report such actions to the County Auditor.

Subsection 2-19. Use of Tax Increment

The City hereby determines that it will use 100 percent of the captured net tax capacity of taxable property located in the District for the following purposes:

1. To pay the principal of and interest on bonds issued to finance a project;
2. To finance, or otherwise pay the capital and administration costs of Municipal Development District No. 2 pursuant to *M.S., Sections 469.124 to 469.134*;
3. To pay for project costs as identified in the budget set forth in the TIF Plan;
4. To finance, or otherwise pay for other purposes as provided in *M.S., Section 469.176, Subd. 4*;
5. To pay principal and interest on any loans, advances or other payments made to or on behalf of the City or for the benefit of Municipal Development District No. 2 by a developer;
6. To finance or otherwise pay premiums and other costs for insurance or other security guaranteeing the payment when due of principal of and interest on bonds pursuant to the TIF Plan or pursuant to *M.S., Chapter 462C, M.S., Sections 469.152 through 469.165, and/or M.S., Sections 469.178*; and
7. To accumulate or maintain a reserve securing the payment when due of the principal and interest on the tax increment bonds or bonds issued pursuant to *M.S., Chapter 462C, M.S., Sections 469.152 through 469.165, and/or M.S., Sections 469.178*.

These revenues shall not be used to circumvent any levy limitations applicable to the City nor for other purposes prohibited by *M.S., Section 469.176, Subd. 4*.

Tax increments generated in the District will be paid by Ramsey County to the City for the Tax Increment Fund of said District. The City will pay to the developer(s) annually an amount not to exceed an amount as specified in a developer's agreement to reimburse the costs of land acquisition, public improvements, demolition and relocation, site preparation, and administration. If the request for certification of the District was made after June 30, 2009 and no later than June 30, 2012 and construction commenced in the District by January 1, 2011, tax increments from the District may also be used to provide improvements, loans, subsidies, grants, interest rate subsidies, or assistance in any form to developments consisting of buildings and ancillary facilities. Remaining increment funds will be used for City administration (up to 10 percent) and the costs of public improvement activities outside the District.

Subsection 2-20. Excess Increments

Excess increments, as defined in *M.S., Section 469.176, Subd. 2*, shall be used only to do one or more of the following:

1. Prepay any outstanding bonds;
2. Discharge the pledge of tax increment for any outstanding bonds;
3. Pay into an escrow account dedicated to the payment of any outstanding bonds; or
4. Return the excess to the County Auditor for redistribution to the respective taxing jurisdictions in proportion to their local tax rates. The City must spend or return the excess increments under paragraph (c) within nine months after the end of the year. In addition, the City may, subject to the limitations set forth herein, choose to modify the TIF Plan in order to finance additional public costs in Municipal Development District No. 2 or the District.

Subsection 2-21. Requirements for Agreements with the Developer

The City will review any proposal for private development to determine its conformance with the Development Program and with applicable municipal ordinances and codes. To facilitate this effort, the following documents may be requested for review and approval: site plan, construction, mechanical, and electrical system drawings, landscaping plan, grading and storm drainage plan, signage system plan, and any other drawings or narrative deemed necessary by the City to demonstrate the conformance of the development with City plans and ordinances. The City may also use the Agreements to address other issues related to the development.

Pursuant to *M.S., Section 469.176, Subd. 5*, no more than 25 percent, by acreage, of the property to be acquired in the District as set forth in the TIF Plan shall at any time be owned by the City as a result of acquisition with the proceeds of bonds issued pursuant to *M.S., Section 469.178* to which tax increments from property acquired is pledged, unless prior to acquisition in excess of 25 percent of the acreage, the City concluded an agreement for the development of the property acquired and which provides recourse for the City should the development not be completed.

Subsection 2-22. Assessment Agreements

Pursuant to *M.S., Section 469.177, Subd. 8*, the City may enter into a written assessment agreement in recordable form with the developer of property within the District which establishes a minimum market value of the land and completed improvements for the duration of the District. The assessment agreement shall be presented to the County Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land upon which the improvements are to be constructed and, so long as the minimum market value contained in the assessment agreement appears, in the judgment of the assessor, to be a reasonable estimate, the County Assessor shall also certify the minimum market value agreement.

There currently is not a minimum assessment agreement between the developer and the City of Shoreview.

Subsection 2-23. Administration of the District

Administration of the District will be handled by the City Manager.

Subsection 2-24. Annual Disclosure Requirements

Pursuant to *M.S., Section 469.175, Subds. 5, 6, and 6b* the City must undertake financial reporting for all tax increment financing districts to the Office of the State Auditor, County Board and County Auditor on or before August 1 of each year. *M.S., Section 469.175, Subd. 5* also provides that an annual statement shall be published in a newspaper of general circulation in the City on or before August 15.

If the City fails to make a disclosure or submit a report containing the information required by *M.S., Section 469.175 Subd. 5 and Subd. 6*, the OSA will direct the County Auditor to withhold the distribution of tax increment from the District.

Subsection 2-25. Reasonable Expectations

As required by the TIF Act, in establishing the District, the determination has been made that the anticipated development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur

without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan. In making said determination, reliance has been placed upon written representation made by the developer to such effects and upon City staff awareness of the feasibility of developing the project site(s) within the District. A comparative analysis of estimated market values both with and without establishment of the District and the use of tax increments has been performed as described above. Such analysis is included with the cash flow in Appendix D, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

Subsection 2-26. Other Limitations on the Use of Tax Increment

1. General Limitations. All revenue derived from tax increment shall be used in accordance with the TIF Plan. The revenues shall be used to finance, or otherwise pay the capital and administration costs of Municipal Development District No. 2 pursuant to *M.S., Sections 469.124 to 469.134*. Tax increments may not be used to circumvent existing levy limit law. No tax increment may be used for the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the state or federal government. This provision does not prohibit the use of revenues derived from tax increments for the construction or renovation of a parking structure.
2. Pooling Limitations. At least 75 percent of tax increments from the District must be expended on activities in the District or to pay bonds, to the extent that the proceeds of the bonds were used to finance activities within said district or to pay, or secure payment of, debt service on credit enhanced bonds. Not more than 25 percent of said tax increments may be expended, through a development fund or otherwise, on activities outside of the District except to pay, or secure payment of, debt service on credit enhanced bonds. For purposes of applying this restriction, all administrative expenses must be treated as if they were solely for activities outside of the District.
3. Five Year Limitation on Commitment of Tax Increments. Tax increments derived from the District shall be deemed to have satisfied the 75 percent test set forth in paragraph (2) above only if the five year rule set forth in *M.S., Section 469.1763, Subd. 3*, has been satisfied; and beginning with the sixth year following certification of the District, 75 percent of said tax increments that remain after expenditures permitted under said five year rule must be used only to pay previously committed expenditures or credit enhanced bonds as more fully set forth in *M.S., Section 469.1763, Subd. 5*.

Subsection 2-27. Summary

The City of Shoreview is establishing the District to preserve and enhance the tax base; to facilitate the demolition of an existing retail strip center; realign and reconstruct portions of Owasso Street, Victoria Street and County Road E; upgrade the railroad crossing and signalization; and construct a 104 unit- six story market rate luxury apartment building in the City. The TIF Plan for the District was prepared by Kirstin Barsness, Development Consultant, 24438 Imperial Court, Forest Lake, Minnesota 55025, telephone 651-408-1032. Reviewed by Robert Deike, attorney, Bradley & Deike, 4018 West 65th Street Suite 100, Edina, Minnesota 55435, telephone 952-926-5337.

Appendix A

Project Description

The proposed Tax Increment District No. 8 (the "District") is to facilitate the demolition of an existing retail strip center; realign Owasso Street, Victoria Street and County Road E; upgrade the railroad crossing and signalization; and construct a 104 unit- six story market rate luxury apartment building in the City.

Project Financing

In May 2009, Midland Terrace Apartments was the subject of a technical assistance panel through the Urban Land Institute sponsored by the Regional Council of Mayors. Through the process, the property owners with technical assistance from City and the City's consulting Engineers, SEH, began discussions on the realignment of Owasso Street to a new building pad for a new market rate apartment building. The realignment requires the demolition of an existing strip center also held by the apartment owners.

Ramsey County needed to be involved with the road realignment discussions since it has jurisdiction over Victoria Street and County Road E. Realigning Owasso Street is the catalyst for a major road reconstruction project of the intersection of Owasso, Victoria and County Road E. Ramsey County limited its financial participation to approximately \$360,000 of the total \$2,550,000. The road project was not a part of its capital improvement program and but for the new apartment building, the County would not be considering any upgrade to Victoria or County Road E.

CP Rail was notified that road improvement would occur at its crossing on Victoria Street. In order for the Victoria road improvements to move forward, CP required that the City of Shoreview upgrade its crossing and signal for an additional \$350,000. The budget for the public improvements is currently estimated at \$2,900,000 including engineering and contingency costs. The reconstructed sections of Owasso, Victoria and County E will be included in the boundary of the TIF District. (see Appendix C for maps)

Adjacent uses to the project include a school, a fire station and sliver of Deluxe's property which will need to be acquired for additional right-of-way. It is the City's finding that the road project would not occur if the apartment building was not being constructed. Conversely, the apartment building cannot be built without the road improvement taking place. It is necessary to reconstruct Owasso Street prior to the apartment building construction in order to provide a building pad. Therefore, the road component of the overall project will commence in spring/summer of 2013, while the apartment building construction is scheduled for 2013.

Given the scope and cost of the road reconstruction is prohibitive for a single property to assume; coupled with the improvement of safety concerns in the area, the City of Shoreview elected to financially assist the project. Shoreview was successful in receiving a Livable Communities Demonstration Account Grant for \$655,000 to offset grant eligible costs.

The City will utilize an inter-fund loan from TIF District No. 1 to TIF District No. 8 in the amount of approximately \$1,100,000 to front a portion of the costs of the road reconstruction project. The developer has agreed to fund \$1,000,000 in road costs through a 20 year improvement (assessment) bond. The entire inter-fund loan will be repaid to Tax Increment District No. 1 through new increment generated from TIF District No. 8. The tax

increment generated in TIF No. 8 will be divided between the City and the Developer. The City will receive 33% of the increment generated after District Administration and the Office of the State Auditor fee have been accounted. The remaining 67% will be distributed to the developer for payment on a \$2,000,000 pay-as-you-go note.

The developer has provided a list of TIF eligible activities in excess of \$2,783,000, including, but not limited to the demolition of strip center, site improvements, utilities, and parking facilities.

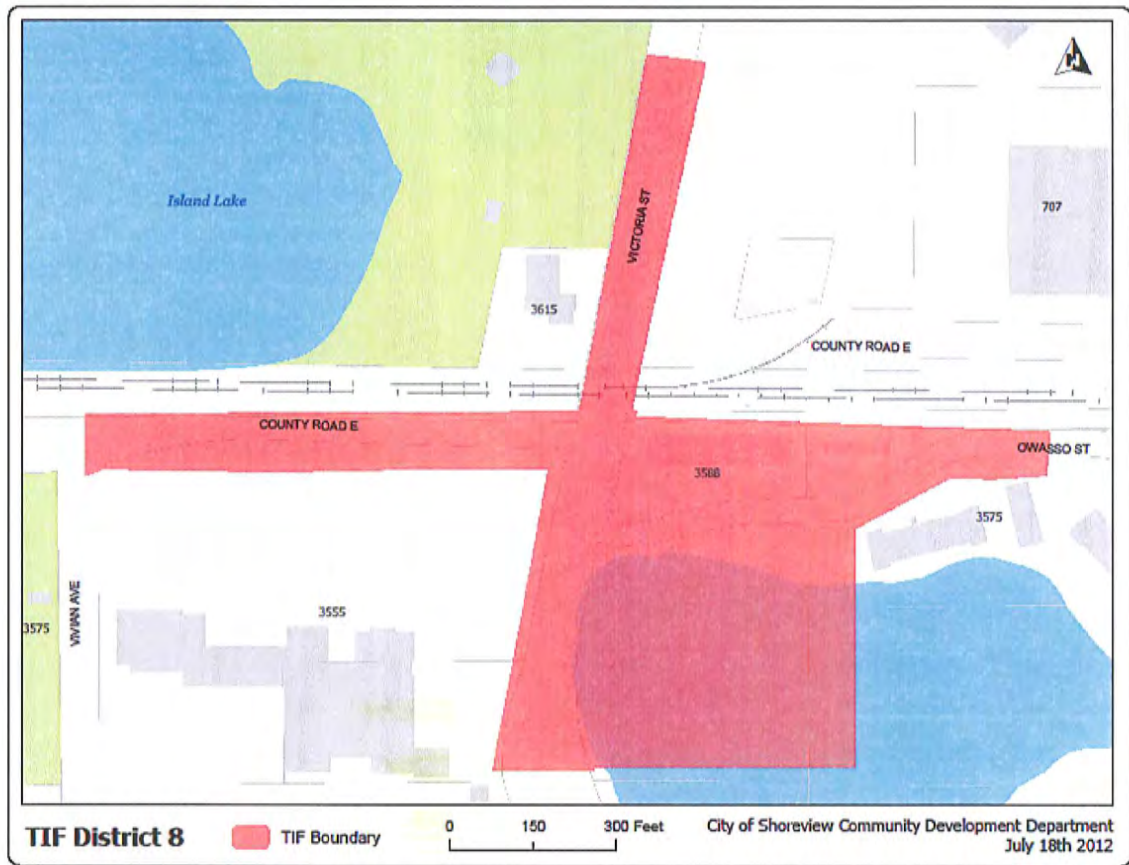
The Total Project cost is estimated to be approximately \$ 27,085,000. The proposed Source and Use is depicted below and is subject to change until the project is constructed. The table does not represent the interest accrued on the inter-fund loan:

USE		SOURCE	
Land Acquisition	890,000	Equity*	10,500,000
Site Development	586,000	Conventional Loan*	12,170,000
Building Cost	18,809,000	Land Transfer*	890,000
Architectural/Engineering	665,000	LCDA Grant	655,000
Legal Fees	50,000	Ramsey Co.	360,000
Financing/Start-up Costs	575,000	Inter Fund TIF loan –City Share	1,100,000
Interest During Construction	760,000	Improvement Bond	1,000,000
Soft Costs	350,000		
Contingencies	1,500,000		
Lakeview Terrace subtotal	24,185,000		
Rail Road Crossing upgrade	350,000		
Road Reconstruction	2,550,000		
TOTAL	\$ 27,085,000		\$ 27,085,000

Note: All funding sources depicted with a * are subject to change until project is constructed.

Appendix B

Map of Tax Increment District No. 8 Lakeview Terrace



Appendix C

Description of Property to be Included in the District

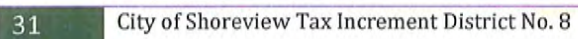
The District encompasses the following portions of property and adjacent rights-of-way and abutting roadways identified by the parcels listed below. The property will be platted at a later date. A copy of the proposed plat and parcel configuration is on page 32.

PARCEL NUMBERS	PERCENT IN TO BE IN DISTRICT	OWNER
35.30.23.12.0012	100%	Terrace Apartments Company
35.30.23.11.0023	25%	Terrace Apartments Company
35.30.23.12.0003	100%	Terrace Apartments Company
35.30.23.11.0022	8%	Terrace Apartments Company

The District will also encompass following portions of the road reconstruction (see map on page 33):

Owasso Street	Section located on Owasso Street from Victoria Street to 850 feet east of Victoria Street and all affected right-of way
Victoria Street	Section located on Victoria Street from 700 feet south of County Road E (west leg) to 650 feet north of County Road E (west leg) and all affected right-of-way
County Road E (West Leg)	Section located on County Road E from 900 feet west of Victoria Street to Victoria Street and all affected right-of-way

[illegible]



Appendix D

LAKEVIEW TERRACE APARTMENTS

City of Shoreview

Redevelopment Tax Increment District

T.I.F. CASH FLOW ASSUMPTIONS			
District	New Redevelopment District		
Inflation Rate - Every _ Years		0.00%	
Interfund Loan Interest Rate:		2.75%	
Pay as you go interest rate:		5.50%	
Note Issued Date (Present Value Date):		01-Aug-14	
Local Tax Rate - Frozen	131.4740%		est Pay 2013
Fiscal Disparities Election (A - inside or B outside)	N/A		
Year District was certified	Pay 2012		
Assumes First Tax Increment For District	2015		
Years of Tax Increment	26		
Assumes Last Year of Tax Increment	2041		
Fiscal Disparities Ratio	N/A		
Fiscal Disparities Metro Wide Tax Rate	N/A		
Local Tax Rate - Current	131.4740%		
State Wide Property Tax Rate (Used for total taxes)	N/A		
Market Value Tax Rate (used for total taxes)	N/A		
Commercial Industrial Class Rate	1.5%-2.0%		
First 150,000	1.50%		
Over 150,000	2.00%		
Rental Class Rate	1.25%		Pay 2012
Residential Class Rate - Under \$500,000	1.00%		
Over \$500,000	1.25%		

BASE VALUE INFORMATION (Original Tax Capacity)									
PID	Land Market Value	Building Market Value	Percentage of value used for District	Total Original Market Value*	Tax Year Original Market Value	Property Tax Class Rate	Original Tax Capacity	Tax rate After Conversion	After Conversion Orig. Tax Cap.
35.30.23.12.001 \$	322,700.00 \$	569,400.00 \$	1.00	\$ 892,100.00	2012	Commercial	\$ 17,842.00	Rental	\$ 11,151.25
35.30.23.11.002 \$	319,000.00 \$	828,500.00 \$	0.26	\$ 319,000.00	2012	Rental	\$ 3,987.50	Rental	\$ 3,987.50
35.30.23.12.000 \$	87,600.00 \$	- \$	1.00	\$ 87,600.00	2012	Rental (vacant)	\$ 1,095.00	Rental	\$ 1,095.00
35.30.23.11.002 \$	8,100.00 \$	- \$	0.08	\$ 8,100.00	2012	Rental (vacant)	\$ 101.26	Rental	\$ 101.26
Totals				\$ 1,306,800.00			\$ 23,025.76		\$ 16,335.00

Note:

1. *Base Value provided by Ramsey County Assessor's Office on April 23, 2012

PROJECT INFORMATION						
Use	Total Sq. Ft./Units	Est. Market Value Per Unit*	Total Estimated Market Value	Property Tax Class Rate	Project Tax Capacity	Percentage Completed 2014
Lakeview Terrace Apartment	104	115,000	11,960,000	Rental	149,500	100%
TOTAL						

Note:

1. * Market Value is based on project provided by the Ramsey County Assessor's Office. Maybe revised when additional information on project construction is available.

TAX CALCULATIONS						
Use	Total Tax Capacity	Local Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes
Midland Terrace Apt.	149,500	178,615	0	0	0	178,615
TOTAL	149,500	178,615	0	0	0	178,615

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon value, rates, state laws and other factors.

2. Development Program is located in School District #521

LAKEVIEW TERRACE APARTMENTS

CITY OF SHOREVIEW
REDEVELOPMENT TAX INCREMENT DISTRICT

Project	Original Tax Capacity	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	TAX INCREMENT CASH FLOW			Semi-Annual Net Tax Increment	City Portion of Tax Increment 1/3	City Semi-Annual Present Value	Developer Portion of Tax Increment 2/3	Developer Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
					Semi-Annual Gross Tax Increment	State Auditor 0.35%	Admin. at 10.05%								
149,500	23,026	0	0	0	0	0	0	0	0	0	0	0	0	2/1/2013	
	16,335	133,165	1.314740%	175,077	87,539	0	8,722	78,501	25,905	23,907	52,596	44,696	0.5	2015	8/1/2013
150,248	23,026	0	0	0	0	0	0	0	0	0	0	0	0	2/1/2014	
	16,335	133,913	1.314740%	176,060	87,539	315	8,722	78,501	25,905	24,411	52,596	44,696	1.0	2015	8/1/2015
150,999	16,335	134,664	1.314740%	177,048	88,030	317	8,771	78,642	26,051	70,766	52,801	130,766	1.5	2016	8/1/2016
	16,335	135,419	1.314740%	178,040	88,524	319	8,821	79,365	26,197	93,804	53,108	172,189	2.0	2016	8/1/2016
151,754	16,335	136,177	1.314740%	179,036	89,020	320	8,870	80,088	26,344	116,857	53,188	212,749	2.5	2017	8/1/2017
	16,335	136,940	1.314740%	180,041	89,519	322	8,920	80,727	26,491	139,200	53,406	252,214	3.0	2017	8/1/2017
152,517	16,335	137,706	1.314740%	181,048	90,020	324	8,970	81,367	26,640	162,650	53,686	292,638	3.5	2018	8/1/2018
	16,335	138,477	1.314740%	182,061	90,524	326	9,020	81,978	26,789	186,101	53,969	333,063	4.0	2018	8/1/2018
153,275	16,335	139,251	1.314740%	183,078	91,030	328	9,070	82,592	26,939	209,551	54,251	373,487	4.5	2019	8/1/2019
	16,335	140,028	1.314740%	184,101	91,539	330	9,121	83,209	27,090	233,002	54,536	413,911	5.0	2019	8/1/2019
154,041	16,335	140,810	1.314740%	185,129	92,048	331	9,172	83,830	27,241	256,457	54,821	454,335	5.5	2020	8/1/2020
	16,335	141,586	1.314740%	186,162	92,555	333	9,223	84,454	27,390	280,908	55,107	494,759	6.0	2020	8/1/2020
154,812	16,335	142,380	1.314740%	187,200	93,061	334	9,276	85,081	27,541	304,359	55,393	535,183	6.5	2021	8/1/2021
	16,335	143,179	1.314740%	188,244	93,569	336	9,328	85,712	27,692	328,810	55,679	575,607	7.0	2021	8/1/2021
155,586	16,335	143,977	1.314740%	189,292	94,078	338	9,380	86,346	27,843	352,261	55,965	616,031	7.5	2022	8/1/2022
	16,335	144,779	1.314740%	190,346	94,587	340	9,432	86,982	28,000	376,712	56,251	656,455	8.0	2022	8/1/2022
156,364	16,335	145,584	1.314740%	191,405	95,103	342	9,485	87,621	28,157	400,163	56,537	696,879	8.5	2023	8/1/2023
	16,335	146,394	1.314740%	192,470	95,620	344	9,538	88,262	28,317	424,614	56,824	737,303	9.0	2023	8/1/2023
156,914	16,335	147,207	1.314740%	193,539	96,139	346	9,591	88,906	28,478	449,065	57,110	777,727	9.5	2024	8/1/2024
	16,335	148,025	1.314740%	194,615	96,659	348	9,644	89,552	28,639	473,516	57,400	818,151	10.0	2024	8/1/2024
157,145	16,335	148,847	1.314740%	195,696	97,179	350	9,698	90,200	28,800	497,967	57,687	858,575	10.5	2025	8/1/2025
	16,335	149,673	1.314740%	196,781	97,700	352	9,753	90,848	28,962	522,418	57,974	899,000	11.0	2025	8/1/2025
157,921	16,335	150,503	1.314740%	197,872	98,222	354	9,807	91,498	29,125	546,869	58,261	939,424	11.5	2026	8/1/2026
	16,335	151,337	1.314740%	198,969	98,746	356	9,862	92,149	29,288	571,320	58,548	979,848	12.0	2026	8/1/2026
158,510	16,335	152,175	1.314740%	200,071	99,271	358	9,916	92,801	29,452	595,771	58,835	1,020,272	12.5	2027	8/1/2027
	16,335	153,010	1.314740%	201,179	100,036	360	9,971	93,454	29,615	620,222	59,122	1,060,696	13.0	2027	8/1/2027
159,353	16,335	153,844	1.314740%	202,292	100,559	362	10,027	94,107	29,779	644,673	59,409	1,101,120	13.5	2028	8/1/2028
	16,335	154,678	1.314740%	203,416	101,089	364	10,083	94,663	29,944	669,124	59,696	1,141,544	14.0	2028	8/1/2028
160,205	16,335	155,512	1.314740%	204,549	101,618	366	10,138	95,219	30,118	693,575	59,983	1,181,968	14.5	2029	8/1/2029
	16,335	156,346	1.314740%	205,682	102,147	368	10,193	95,779	30,292	718,026	60,270	1,222,392	15.0	2029	8/1/2029
161,114	16,335	157,179	1.314740%	206,815	102,676	370	10,248	96,339	30,467	742,477	60,557	1,262,816	15.5	2030	8/1/2030
	16,335	158,013	1.314740%	207,948	103,205	372	10,303	96,900	30,642	766,928	60,844	1,303,240	16.0	2030	8/1/2030
161,919	16,335	158,847	1.314740%	209,081	103,734	374	10,358	97,461	30,817	791,379	61,131	1,343,664	16.5	2031	8/1/2031
	16,335	159,681	1.314740%	210,214	104,263	376	10,413	98,022	31,000	815,830	61,418	1,384,088	17.0	2031	8/1/2031
162,729	16,335	160,715	1.314740%	211,347	104,792	378	10,468	98,583	31,175	840,281	61,705	1,424,512	17.5	2032	8/1/2032
	16,335	161,549	1.314740%	212,480	105,321	380	10,523	99,144	31,350	864,732	62,000	1,464,936	18.0	2032	8/1/2032
163,542	16,335	162,383	1.314740%	213,613	105,850	382	10,578	99,705	31,525	889,183	62,287	1,505,360	18.5	2033	8/1/2033
	16,335	163,217	1.314740%	214,746	106,379	384	10,633	100,266	31,700	913,634	62,574	1,545,784	19.0	2033	8/1/2033
164,360	16,335	164,051	1.314740%	215,879	106,908	386	10,688	100,827	31,875	938,085	62,861	1,586,208	19.5	2034	8/1/2034
	16,335	164,885	1.314740%	217,012	107,437	388	10,743	101,388	32,050	962,536	63,148	1,626,632	20.0	2034	8/1/2034
165,182	16,335	165,719	1.314740%	218,145	107,966	390	10,798	101,949	32,225	986,987	63,435	1,667,056	20.5	2035	8/1/2035
	16,335	166,553	1.314740%	219,278	108,495	392	10,853	102,510	32,400	1,011,438	63,722	1,707,480	21.0	2035	8/1/2035
166,008	16,335	166,987	1.314740%	220,411	109,024	394	10,908	103,071	32,575	1,035,889	64,009	1,747,904	21.5	2036	8/1/2036
	16,335	167,821	1.314740%	221,544	109,553	396	10,963	103,632	32,750	1,060,340	64,296	1,788,328	22.0	2036	8/1/2036
166,838	16,335	167,655	1.314740%	222,677	110,082	398	11,018	104,193	32,925	1,084,791	64,583	1,828,752	22.5	2037	8/1/2037
	16,335	168,489	1.314740%	223,810	110,611	400	11,073	104,754	33,100	1,109,242	64,870	1,869,176	23.0	2037	8/1/2037
167,672	16,335	168,323	1.314740%	224,943	111,140	402	11,128	105,315	33,275	1,133,693	65,157	1,909,600	23.5	2038	8/1/2038
	16,335	169,157	1.314740%	226,076	111,669	404	11,183	105,876	33,450	1,158,144	65,444	1,950,024	24.0	2038	8/1/2038
168,510	16,335	169,991	1.314740%	227,209	112,198	406	11,238	106,437	33,625	1,182,595	65,731	1,990,448	24.5	2039	8/1/2039
	16,335	170,825	1.314740%	228,342	112,727	408	11,293	106,998	33,800	1,207,046	66,018	2,030,872	25.0	2039	8/1/2039
169,353	16,335	171,659	1.314740%	229,475	113,256	410	11,348	107,559	33,975	1,231,497	66,305	2,071,296	25.5	2040	8/1/2040
	16,335	172,493	1.314740%	230,608	113,785	412	11,403	108,120	34,150	1,255,948	66,592	2,111,720	26.0	2040	8/1/2040
170,000	16,335	173,327	1.314740%	231,741	114,314	414	11,458	108,681	34,325	1,280,399	66,879	2,152,144	26.5	2041	8/1/2041
	16,335	174,161	1.314740%	232,874	114,843	416	11,513	109,242	34,500	1,304,850	67,166	2,192,568	27.0	2041	8/1/2041
170,825	16,335	174,995	1.314740%	234,007	115,372	418	11,568	109,803	34,675	1,329,301	67,453	2,232,992	27.5	2042	8/1/2042
	16,335	175,829	1.314740%	235,140	115,901	420	11,623	110,364	34,850	1,353,752	67,740	2,273,416	28.0	2042	8/1/2042
171,659	16,335	176,663	1.314740%	236,273	116,430	422	11,678	110,925	35,025	1,378,203	68,027	2,313,840	28.5	2043	8/1/2043
	16,335	177,497	1.314740%	237,406	116,959	424	11,733	111,486	35,200	1,402,654	68,314	2,354,264	29.0	2043	8/1/2043
172,493	16,335	178,331	1.314740%	238,539	117,488	426	11,788	112,047	35,375	1,427,105	68,601	2,394,688			

Appendix E

Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 8 as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that the Tax Increment Financing District No. 8 is redevelopment district as defined in M.S., Section 469.174, Subd. 10.* Tax Increment Financing District No. 8 is a contiguous geographic area within the City's Municipal Development District No. 2, delineated in the TIF Plan, for the purpose of financing redevelopment in the City through the use of tax increment. The District is in the public interest because it will facilitate the demolition of an existing retail strip center; realign Owasso Street, Victoria Street and County Road E; upgrade the railroad crossing and signalization; and construct a 104 unit- six story market rate luxury apartment building in the City of Shoreview. Additionally, it will increase construction employment in the state, and preserve and enhance the tax base of the state.
2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 8 permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: It is the City's finding that the road project would not occur if the apartment building was not being constructed. Conversely, the apartment building cannot be built without the road improvement taking place. It is necessary to reconstruct Owasso Street prior to the apartment building construction in order to provide a building pad. The \$2.9 million road reconstruction is prohibitive for one developer to assume. The City, without tax increment assistance, would not have the resources to make the required public improvements as prescribed by Ramsey County and CP Rail.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the approximate cost of \$2.9 million in public improvements (road reconstruction and realignment of Owasso Street, Victoria Street and County Road E) and the improvements required to by CP Rail for their crossing add to the total development, making the proposed development not economically feasible if paid completely by the developer. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
- b. If the proposed development occurs, the total increase in market value will be \$10,653,200 (see Appendix D and E of the TIF Plan)
- c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$2,880,000(see Appendix D and E of the TIF Plan).
- d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$7,773,200 (the amount in clause b less the amount in clause c) without tax increment assistance.

But-For Analysis	
Current Market Value	1,306,800
New Market Value - Estimate	11,960,000
Difference	10,653,200
Present Value of Tax Increment	2,880,000
Difference	7,773,200
Value Likely to Occur without TIF is less than	\$7,773,200

3. *Finding that the TIF Plan for Tax Increment Financing District No. 8 conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 8 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Municipal Development District No. 2 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high quality development to the City.

Appendix F

TIF Blight Report

Prepared by

LHB

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To adopt Resolution 12-117 authorizing the vacation of Owasso Street and adjoining easements and approve the Final Plat and Final Stage – Planned Unit Development application, including the Development Agreements, submitted by Lakeview Terrace/Tycon Companies for the redevelopment of Midland Plaza, 3588 Owasso Street, with an upscale 104-unit apartment complex. Said approvals are subject to the following:

Vacation

1. Prior to the release of the Final Plat, Lakeview Terrace No. 2, for recording, the applicant shall provide the City with the legal description of that portion of Owasso Street being vacated (see Attachment A).

Final Plat

1. A public use dedication fee shall be submitted as required by ordinance prior to release of the final plat by the City.
2. The final plat shall include drainage and utility easements along the property lines. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide and as required by the Public Works Director.
3. Private agreements shall be secured between the parcels in the subdivision and the adjoining Midland Terrace Apartment complex regarding joint driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.
4. This approval shall expire within one-year of the date approved by the City Council.

Planned Unit Development – Final Stage

1. This approval permits the redevelopment of 3588 Owasso Street parcels with a 104 unit 6-story tall apartment building as depicted in the plans submitted as part of this application.

2. Private agreements shall be secured between the parcels in this PUD and the adjoining Midland Terrace Apartment Complex regarding joint driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's review of the Final Stage PUD plans and Final Plat.
3. Items stated in the memo from the Engineering Department shall be addressed prior to the issuance of grading or building permits for this project.
4. Additional landscaping is required along the south side of the building to soften the structure's appearance when viewed from the adjacent single-family residential neighborhood.
5. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
6. This approval shall expire within one-year of the date approved by the City Council.

ROLL CALL: **AYES** _____ **NAYS** _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting
December 17, 2012

TO: Mayor, City Council and City Manager

FROM: Kathleen Nordine, City Planner

DATE: December 16, 2012

SUBJECT: File 2471-12-34, Final Plat, Vacation, Final PUD – Lakeview Terrace, 3588 Owasso Street (Midland Terrace)

Introduction

Lakeview Terrace/Tycon Companies received several approvals in August for the redevelopment of the Midland Plaza retail center, 3588 Owasso Street, with an upscale market rate rental apartment building. These approvals included:

- 1) **Comprehensive Plan Amendment** - changing the designated land use from C, Commercial to RH, High-Density Residential
- 2) **Preliminary Plat** – to plat the property for development
- 3) **Rezoning** – Rezoning the property from C1, Retail Service and R3, Multi-family residential to PUD, Planned Unit Development, Development Stage
- 4) **PUD, Planned Unit Development, Development Stage** – to develop the property with a 104 unit apartment building.

Final Plans have been prepared and the developer is seeking approval of the Final Plat and Final PUD, including the Development Agreements. In addition, Owasso Street and related easements require vacation.

Project Summary

The redevelopment plan includes demolishing the existing retail center, a detached garage for a nearby apartment building, realigning part of Owasso Street, and creating a waterfront redevelopment parcel on which a high-density apartment building would be constructed. This higher-end general occupancy apartment product currently is not available in the affordable Midland Terrace complex or other Shoreview rental apartment complexes. The proposed apartment building is 6-stories in height and will provide 104 apartment units. Parking will be provided in a surface parking lot and a below grade parking structure. Access will be provided off Owasso Street. Modifications will be made to the parking lot of the adjacent apartment building at 3585 Owasso Street to accommodate the proposed development.

Final Plat

The property is currently described with a metes and bounds description and includes some platted property from the Owasso Park plat. The final plat, Lakeview Terrace No. 2, dedicates the property needed for the realigned Owasso Street, additional right-of-way for Victoria Street and creates two parcels for the proposed development. Lot 1 will include the vacated right-of-way for the existing Owasso Street and is the parcel designated for the apartment building development. This parcel complies with the minimum standards for the R3, High Density residential district.

Outlot A is a separate parcel that will be improved with parking area for the apartment building located immediately to the east.

Easements are also being dedicated for drainage and utility purposes along the property lines and over drainage areas. Other easements will be required for driveway and parking areas

Vacation

The plat does incorporate the existing Owasso Street into the development parcels, therefore, this roadway, and adjoining utility easements need to be vacated as shown in the submitted plans. A legal description of the area being vacated must be submitted to the City prior to the recording of the resolution authorizing the vacation.

Final - Planned Unit Development

The plans have been reviewed in accordance with the approved development stage PUD approval. The PUD provided flexibility from the traditional structure setback standards, building height and parking lot design. The following summarizes how key items raised during the review process have been addressed

Building Placement

There was discussion during the review process regarding the placement of the structure from Victoria Street and the wetland/pond. The submitted plans are consistent with the previous approvals however; the structure setback from Victoria Street has been slightly reduced from 66.21 feet to 65.2'. This slight change is related to maintaining the 23.2-foot structure setback from the wetland/pond area as previously identified.

Building Height

The plans submitted for the development stage PUD review identified a building height of 78.5' as measured from the ground grade to the peak. No change is proposed to the building height.

Parking

The final plans are consistent with the parking plan submitted with the development stage review. Access to the site will be gained from a new driveway off of Owasso Street and a shared driveway with the existing apartment building immediately to the east. Off-street parking will be provided in an at-grade surface lot (65 stalls) and a below grade parking structure (115 stalls) with a total of 180 stalls being provided on the property. The parking lot for the adjacent building will also be reconfigured providing 51 surface parking stalls in place of the 47 stalls currently provided.

Public and Agency Comment

The Final Plans were mailed to other agencies for review and comment. Comments from the Lake Johanna Fire Department Fire Marshal are attached. These items must be addressed prior to the issuance of a building permit for the structure. .

Recommendation

The submitted applications and plans have been reviewed and found to comply with the previous approvals. Staff recommends the Council hold the public hearing for the Vacation, and adopt Resolution 12-117 vacating Owasso Street. Approvals can then be made for the Final Plat and Final Stage PUD, including the Development Agreements, subject to the following conditions.

Vacation

1. Prior to the release of the Final Plat, Lakeview Terrace No. 2, for recording, the applicant shall provide the City with the legal description of that portion of Owasso Street being vacated (see Attachment A).

Final Plat

1. A public use dedication fee shall be submitted as required by ordinance prior to release of the final plat by the City.
2. The final plat shall include drainage and utility easements along the property lines. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide and as required by the Public Works Director.
3. Private agreements shall be secured between the parcels in the subdivision and the adjoining Midland Terrace Apartment complex regarding joint driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.

Planned Unit Development – Final Stage

1. This approval permits the redevelopment of 3588 Owasso Street parcels with a 104 unit 6-story tall apartment building as depicted in the plans submitted as part of this application.
2. Private agreements shall be secured between the parcels in this PUD and the adjoining Midland Terrace Apartment Complex regarding joint driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's review of the Final Stage PUD plans and Final Plat.
3. Items stated in the memo from the Engineering Department shall be addressed prior to the issuance of grading or building permits for this project.
4. Additional landscaping is required along the south side of the building to soften the structure's appearance when viewed from the adjacent single-family residential neighborhood.
5. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.

Attachments:

1. Resolution #12-117
2. December 13th memo from City Engineer Tom Wesolowski
3. August 20th City Council minutes
4. Location Map
5. Submitted Statement and Plans
6. December 6th letter from Rick Current, Fire Marshal, Lake Johanna Fire Department
7. Motion

T:/pcf2012/2471-12-34lakeview/ccreport

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD DECEMBER 17, 2012**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City at 7:00 PM.

The following members were present:

And the following members were absent:

Member introduced the following resolution and moved its adoption.

**RESOLUTION NO. 12--117
VACATION OF OWASSO STREET
LAKEVIEW TERRACE/TYCON COMPANIES**

WHEREAS, this vacation was initiated pursuant to the State Statute and the City of Shoreview, and

WHEREAS, the Shoreview City Council held a public hearing on December 13, 2012. Notice therefore was published and mailed pursuant to law. All persons present at said meeting were given an opportunity to be heard and present written statements. The Council also considered the recommendation of the City Staff that this vacation be approved, and

WHEREAS, the City approved the Final Plat and Final Planned Unit Development for the redevelopment of Midland Plaza, 3588 Owasso Street, with an upscale 104-unit apartment complex, and

WHEREAS, the redevelopment of this property requires the vacation of Owasso Street and adjoining easements and the realignment of the Owasso Street so that it is aligned with the County Road E/Victoria Street intersection, and

Resolution 12-117
Lakeview Terrace/Tycon Companies
Owasso Street Vacation

WHEREAS, whereas right-of-way for Owasso Street will be platted with the Lakeview Terrace No. 2 Plat as required.

NOW, THEREFORE, BE IT RESOLVED THAT THE SHOREVIEW CITY COUNCIL hereby adopts Resolution 12-117 vacating Owasso Street and the adjoining easements.

1. Prior to the release of the Final Plat, Lakeview Terrace No. 2, for recording, the applicant shall provide the City with the legal description of that portion of Owasso Street being vacated (see Attachment A).

The motion was duly seconded by Member and upon a vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Adopted this 17th day of December 2012.

Sandra C. Martin, Mayor
Shoreview City Council

ATTEST:

Terry Schwerm, City Manager

SEAL

**DEVELOPMENT AGREEMENT
LAKEVIEW TERRACE, LLC
LAKEVIEW TERRACE NO. 2 PLAT & PLANNED UNIT DEVELOPMENT**

(I) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and Lakeview Terrace, LLC their successors and assigns (hereinafter the "Developer").

(II) On December 17, 2012 the City Council approved the Final Plat, Lakeview Terrace No. 2 and the Planned Unit Development, to redevelop the Midland Plaza Retail Center, 3588 Owasso Street, with an upscale 104-unit high-density apartment building on certain property legally described as follows (hereinafter the "subject property")

(Insert Existing Legal Description)

Which when platted will be legally describe as Lakeview Terrace No. 2

(III) Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to the subject property.
- B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements, which remain incomplete at the time of request for occupancy.
- C. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

(IV) In consideration of the City's grant of permission allowing the Developer to develop the subject property, and in consideration of the mutual agreements contained herein, the City and the Developer agree as follows:

- A) **Lakeview Terrace.** The approved PUD redevelops the existing Midland Terrace Plaza retail center, 3588 Owasso Street. The existing center will be demolished along with an adjoining detached garage. Owasso Street will be realigned and the property platted to create a waterfront parcel on which an upscale high-density 104 unit apartment building would be constructed.
- B) **Zoning.** The property within this development is zoned PUD with the underlying zoning designations of R3, Multi-family residential.
- C) **Owasso Street Public Improvement Project.** Developer agrees to participate in the costs for the public improvement project realigning Owasso Street to the north.
- D) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on December 17, 2012 whether or not specified in this Agreement.
- E) **City Permits Required.** The Developer shall not commence any tree removal, grading or erosion control activity until a grading permit is issued. A demolition permit and other permits are required for the removal any structures.

F) **Other Agency Approvals.** It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing any site work, including an NPDES permit, a permit from Ramsey County for any work within County right-of-way permit.

i) **NPDES Construction Permit Required.** A NPDES Construction Permit is required, and compliance with the conditions of that permit shall be required during all phases of grading and construction. The Developer is responsible for stormwater management, including temporary sedimentation basins; maintenance of erosion control BMPs; and site restoration in accordance with the terms and conditions of the NPDES Permit.

G) **Plans and Specifications.** All improvements shall be constructed in accordance with the City ordinances and regulations, and pursuant to the Plans, which have been approved and conditioned by the City Council on December 17, 2012 whether or not identified in this document. Minor changes may be permitted if approved by the Public Works Director.

The Developer agrees to provide the City with four copies of the final plans for the proposed improvements in form and a time satisfactory to City Staff. No construction may begin until the plans and specifications have been approved, required sureties submitted, and the required pre-construction meeting held and City permits have been issued.

H) **Demolition of Existing Midland Plaza Retail Center and Detached Garage.** The property is currently developed with the Midland Plaza Retail Center, 3588 Owasso Street, and a detached garage for the adjoining apartment complex. All existing structures and all other site improvements, unless specified as part of the Owasso Street Public Improvement Project, shall be removed prior to the development of the PUD. The Developer shall obtain a demolition permit. Existing sanitary sewer and water services shall be abandoned, subject to the permitting and inspection requirements of the City.

I) **Landscape Installation.** Prior to issuance of a building permit, the Developer shall submit a landscape plan for approval by the City Planner. The Developer agrees to install all plant materials as shown on the approved landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials placed, as part of this landscape plan shall be replaced with like material if they should die within twelve months of planting.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A surety of **16,875.00** is required prior to the issuance of any grading or building permits for this project.

J) **Erosion Control.** An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications.

No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties. A grading permit is also required.

- i) The Developer shall enter into an Erosion Control Agreement with the City and shall deposit a cash surety before issuance of a grading permit. The deposit shall be in the amount of **\$12,000.00**, in accordance to Exhibit A. In addition, no surface water runoff during construction shall exit the site through runoff or discharge/pumping. All onsite surface water runoff will be managed on site. Surface water shall be infiltrated on the site. The developer shall conduct regular maintenance on erosion control devices on site.
- K) **Site Restoration.** All disturbed areas shall be restored in accordance with the best management practices identified in the NPDES permit and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored mulched or sodded within 7 days of final grade. All common drainage swales shall be sodded or seeded and protected with wood fiber blanket.
 - i) All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the wood fiber blanket is completed the City requires inspection for proper installation. The developer shall contact the City staff to arrange the site inspection.
- L) **As-Builts and Grading Certification** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:
 - i) The private pond grading and site grading;
 - ii) The private infrastructure, including the storm sewer system, the water main system and the sanitary sewer system. Profiles are required.

The as-builts shall conform to the standards specified in Exhibit B. The Developer shall deposit an escrow in the amount of **\$5,000.00** as surety for the as-built survey. The Developer shall provide the City with as-builts of the private infrastructure, including water, sanitary sewer, storm sewer and services.

- N) **Stormwater Management: Private Stormwater Infrastructure.** All stormwater management infrastructure is private and shall utilize stormwater best management practices as described in the Minnesota Stormwater Manual, Volume 1.1. This infrastructure shall be designed to minimize the need for maintenance and to reduce the chance of failure.
 - i) The Developer shall provide, prior to issuance of any permits for the property, a Storm Water Management Plan for the maintenance of the stormwater infrastructure within the development site. The Management Plan shall include all items required in this

Agreement. The Management Plan shall include timelines for the anticipated cleaning and future reconstruction of the infiltration basins.

ii) Maintenance

- a) All stormwater infrastructure shall be maintained according to the measures outlined in the City's Surface Water Management Plan and Storm Water Prevention Plan (SWPPP).
- b) Unless otherwise indicated in this agreement, the Developer shall be responsible for the maintenance of stormwater management facilities, including all related financial responsibilities.

iii) Non-Routine Maintenance

- a) Maintenance includes those infrequent activities needed to maintain infiltration areas and/or stormwater infrastructure so that these improvements continue to function in accordance with the approved plans and specifications. Examples of such activities include pond cleaning of infiltration basins or major repairs to stormwater structures.
 - b) Non-routine maintenance shall be performed on an as-needed basis based on information gathered during regular inspections.
- iv) If maintenance activities are not completed in a timely manner or as specified in the approved plan, then the City may hire a contractor or complete the necessary maintenance at the Developer's expense unless otherwise indicated in this agreement.
- v) **Inspections.** Unless otherwise indicated in this agreement, the Developer is responsible for maintenance and shall inspect stormwater best management practices on a regular basis.
- a) Regular inspection of the private infrastructure to ensure the private infrastructure is functioning per the design is mandatory. These inspections shall be conducted by a professional inspector representing the Developer. Failing systems or infrastructure must be repaired or replaced by the Developer in a timely manner.
 - b) Authorized representatives of the City may enter the subject property at reasonable times to conduct on-site inspections. These inspections will verify conditions identified by the Developer's inspections.
 - c) Inspection and maintenance reports shall be filed with the City by December 31st of each calendar year.

M) **Infiltration Basin Protection.** Areas designated as infiltration basins and the grading and drainage plan shall be protected from construction activities. Protection methods shall include the elements specified in Section 5.3 "Construction Phase Maintenance Considerations", Chapter 12-7, Minnesota Stormwater Manual, Volume 1.1.

- N) **Maintenance of Utilities.** The Developer agrees that on-site utilities are private as identified on the approved plans. Maintenance of the private utilities is the sole responsible of the Developer or Declarant pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions recorded at the time of plat recording. The Developer or any future property owner is responsible for locating any and all private utilities on this site. The City will not locate private utilities at anytime. The private utilities include storm sewer and infiltration basins, sanitary sewer service, looping water main with associated valves and hydrants, and water main service.
- i) The Developer or Declarant pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions recorded at the time of plat recording is responsible for all repair and maintenance of the private water system or other utility system. A portion of the private water system is not metered, and all un-metered water is the property of the City. In the event of a leak in an un-metered portion of the private water system, after two-days notice, the City has the right to shut-off the water until repairs to the private system have been completed, inspected, and approved by the City.
- O) **Cross Access, Parking/Driveway/Utility Easements.** The Developer is required to execute a Cross Access, Parking and Driveway Easement Agreement with property owners in the PUD, including the property owner of the Midland Terrace Apartment Complex, addressing the permitted use and maintenance of the common driveway for access and private infrastructure.
- City Attorney approval shall be received prior to recording of the Cross Access, Parking/Driveway/Utility Easement agreement.
- P) **Declaration of Easements, Development Standards and Protective Covenants.** The Developer shall adhere to the executed Declaration of Easements, Development Standards and Protective Covenants for the PUD.
- Q) **Public Recreation Use Dedication Fee.** The Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the market value (MV) of the land by reference to Ramsey County Assessor's data, April, 2012. The MV of the existing parcels has been determined to be \$737,400.00. The Cash Equivalency Payment required for residential uses is based upon the density of dwelling units per acre on the development, and the MV of the land. The proposed development has a density of 16.6 units per acre, therefore, **the Cash Equivalency Payment shall equal 10% of the fair market value. The Cash Equivalency Payment required is \$73,740.00.**
- R) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:
- i) **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the City Engineer and property owner.

- ii) Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur along Victoria Street, County Road E and Owasso Street. No fill, excavated material or construction materials shall be stored in the public right-of-way.
 - iii) Site Access. The developer shall have permitted access off of Owasso Street as shown on the approved plans. A construction entrance shall be constructed at the site access point. There shall be no use of Victoria Street by construction vehicles. Traffic directional signs shall be posted as needed.
 - iv) Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
 - v) Site Maintenance. The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Victoria Street and Owasso Street on an as needed basis, but at least once weekly. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the developer to sweep other streets within the construction area, if necessary.
 - vi) The City does not sweep streets for private development projects. Developer must contract with a water-discharge broom apparatus. The City requires that the name of the developer's sweeper and a copy of the contract be provided to the City at the pre-construction meeting.
- S) Pre-construction Meeting. The City will require a pre-construction meeting to be conducted prior to any work being performed on the project. The City staff, Developer, Project Manager, and Contractor shall attend the meeting. The City encourages that sub-contractors attend the pre-con meeting. The meeting will be conducted at the City of Shoreview City hall.
- T) Default. The occurrence of any of the following after written notice from the City and thirty (30) days to cure, or such other period as may be agreed upon in writing by the parties, shall be considered a "Event of Default" in the terms and conditions contained in this Agreement:
- i) The failure of the Developer to comply with any of the terms and conditions contained in this agreement;
 - ii) The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.

U) **Remedies.** Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

- i) City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
- ii) The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
- iii) Obtain an order from a court of competent jurisdiction requiring the developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- iv) Exercise any other remedies, which may be available to it, including an action for damages.
- v) Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- vi) In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

(V) **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this 17th day of December, 2012.

LAKEVIEW TERRACE, LLC

CITY OF SHOREVIEW

Its

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

EXHIBIT 'A'

**EROSION CONTROL ESCROW AGREEMENT
LAKEVIEW TERRACE NO. 2
PLANNED UNIT DEVELOPMENT & PLAT
LAKEVIEW TERRACE, LLC**

(A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the "City"), and Southview Senior Living, LLC, its successors and assigns (hereinafter the "Developer").

(B) The City and the Developer have executed a Site Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a cash surety to the City of Shoreview in the amount of \$12,000.00. The Developer has submitted this financial surety to the City on the following conditions:

1. The developer shall not receive interest on the amount of the surety.
2. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Contract regarding erosion control and/or to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, until the Engineering Department has determined that erosion control has been satisfied. The surety may also be utilized for problems created off the site directly or indirectly as result of on-site conditions.
3. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 48 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
4. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied, or the funds have been replaced by a successor in interest.
5. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
6. This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

(C) The Developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

IN WITNESS WHEREOF, the City and the Developer have executed this agreement this
17th day of December, 2012.

LAKEVIEW TERRACE, LLC

Its

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

EXHIBIT 'B'

Record Plan Requirements

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blue-line sets of record drawing plans of the project for review purposes.

Upon final approval of the blue-line record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepia from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

Electronic As-Builts

1. Required on compact disk or DVD.
2. All information must be in AutoCAD R14 version or newer in DWG format.
3. Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.
4. As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.
5. Overall development plan with all utilities (curb stops, clean outs, MHs, fees CBs, GVs, etc.) in Ramsey County coordinates.
6. Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

General

1. All construction contractor names should be noted on each page.
2. Record Plan stamp with date should be shown on each page.
3. All utilities in Ramsey County coordinates system.
4. All ties should be less than 100'.

5. Grading limits and elevations.
6. Bench marks used and TNH elevations.

Grading Plan As-Builts

1. Existing ground elevations at all lot corners
2. Spot elevations at all house pads (hold down elevations)
3. Spot elevations of pond bottom (50' maximum grid)
4. Drainage and utility easement and outlot spot elevations
5. Pond water elevations and date taken.
6. Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

Sanitary Sewer, Water Main

1. As-built elevations (invert & rims), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run and for services
3. Wye stationing and location from TV reports
4. Elevation of riser
5. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.
6. All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:
 - The building or structure being served, with address
 - Fire hydrants
 - Manholes, catch basins
 - Neighboring structures, with the address noted
 - Other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
7. All gate valves shall be tied with at least two ties, using the following priorities:
 - Fire hydrants
 - Manholes
 - Catch basins
 - Neighboring structures, with the address noted
 - Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
8. As-built elevations of each hydrant at top nut
9. Any deviations of fittings from those shown on the plan
10. Note describing pipe type and size for mainline and for services
11. Stationing of corporation stop on water main

Storm Sewer

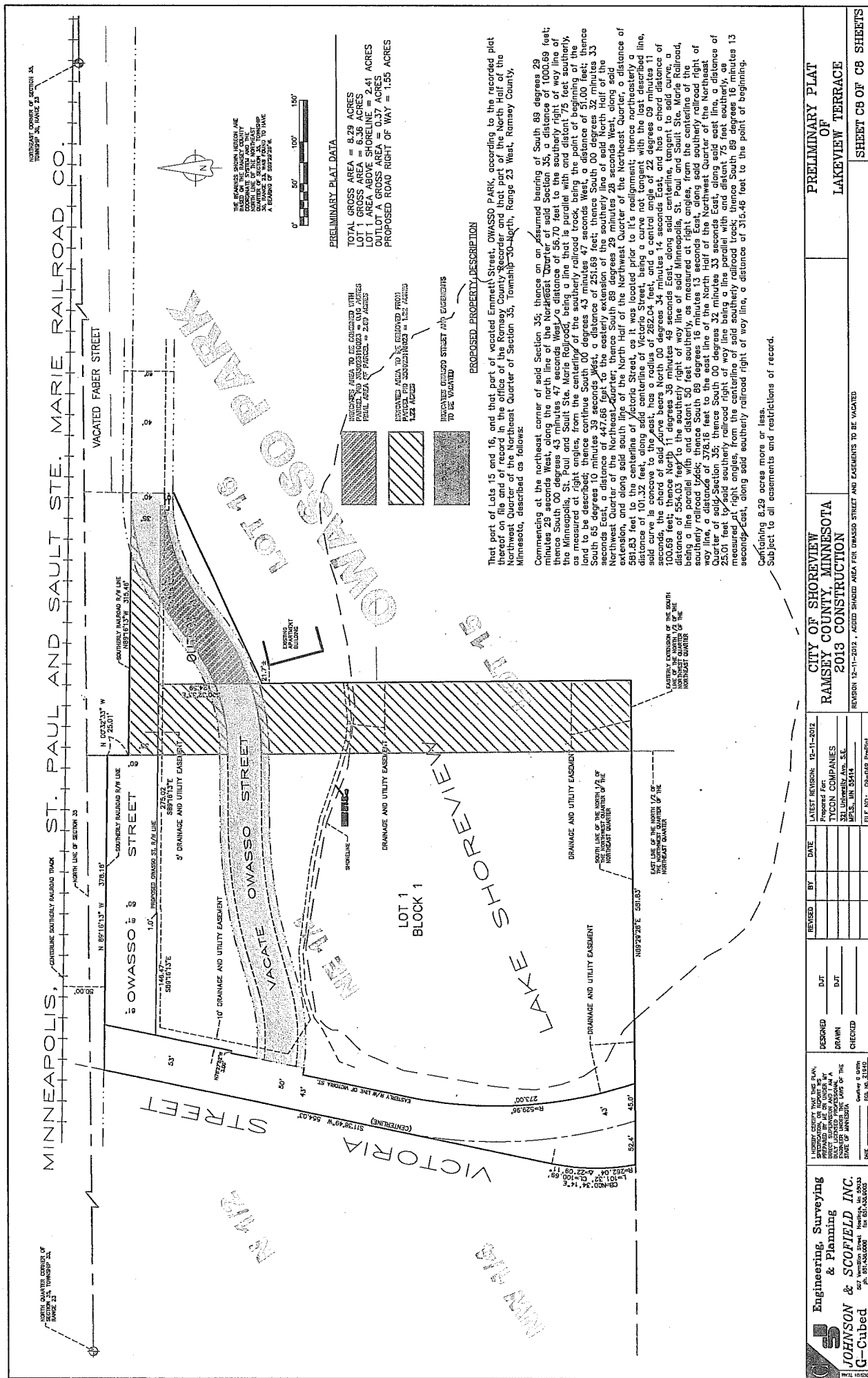
1. As-built elevations (invert & rim), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run.

3. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.
4. As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.

Streets

1. Show where fabric has been placed in the streets on the plan portion of the as-builts.
2. Show locations where subgrade corrections were done on the projects as approved by a soils engineer.

Revised 9/02/04



Date: December 17, 2012

To: Kathleen Nordine, City Planner

From: Engineering Department

Subject: Review comments for Lakeview Terrace – Midland Plaza Redevelopment

The City of Shoreview Engineering Department has reviewed the plans dated November 28th, 2012. The City Engineer and Environmental Officer have the following comments regarding the proposed building site:

1. I do not see any issues with the grading and utility plans. The engineer that developed the plans has been working with the consulting firm completing the design for the Owasso Street re-alignment to make sure the grading around the building will match the road.
2. A storm water summary dated March 13, 2012 was submitted with a previous set of plans. The previously submitted storm water summary is still valid for the recently submitted plan set dated November 28, 2012. The storm water summary meets the requirements of the City's Surface Water Management Plan. Storm water run-off from the newly developed site will be similar to the amount of run-off from the existing site and the runoff from the paved areas will be treated to remove sediment and nutrients before discharging into Lake Shoreview. The runoff from the roof of the building is considered non-polluted storm water and will be discharged directly into Lake Shoreview.
3. Plan sheet L301 shows the removal of trees along the existing Owasso Street is the responsibility of the City. The removal of the trees should be included with the grading of the site, which is the responsibility of the developer
4. A Preliminary Erosion Control plan has been submitted, but additional erosion prevention measures shall include rock construction entrances, protecting the storm water filtration areas during construction, and maintaining silt fence around the perimeter of the property line. Soil stockpiles shall be protected from erosion using temporary best practices.
5. Two rows of silt fence are recommended on along the lake due to the slope and potential for erosion.
6. A complete tree inventory (list) of existing trees and sizes on site is necessary. Tree replacement calculations shall also be provided or indicated based on the inventory list.
7. Removing the ash trees on site shall comply with the Minnesota Department of Agriculture quarantine rules.

If you have any questions or would like to discuss the comments please contact Tom Wesolowski at 651-490-4652.

Councilmember Wickstrom noted that any question regarding credit rating due to this address change should be easily documented and explained.

ROLL CALL: Ayes: Wickstrom, Withhart, Quigley, Martin
 Nays: None

**PRELIMINARY PLAT/COMPREHENSIVE PLAN AMENDMENT/REZONING/
PLANNED UNIT DEVELOPMENT - DEVELOPMENT STAGE - LAKEVIEW
TERRACE, 3588 OWASSO STREET**

Presentation by City Planner Kathleen Nordine

This project would demolish the existing 13,000 square foot retail center in order to build a high density apartment complex of 104 units on this site. There are two parts to the project. One is the public road improvement and one is the private development of the apartment complex. The public road includes Owasso Street relocated north and realigned with County Road E to the west of Victoria Street. The realignment design considers existing and proposed land uses as well as peak traffic demand. The intersection would be signalized with turning lanes on Owasso and County Road E with sidewalk/trail improvements for pedestrians. The City has contracted with SEH for the road design.

One of the main benefits of the street realignment is improved traffic flow and safety. New infrastructure will manage volume of storm water and water quality entering Lake Shoreview.

The developer has submitted a number of applications for the redevelopment:

- A Comprehensive Plan Amendment to rezone the site from C, Commercial to RH, High Density Residential.
- A Preliminary Plat to create parcels for development and plat the roadway.
- Request to rezone the site from C1, Retail Service/R3, Multi-family Residential to PUD, Planned Unit Development.
- PUD Development Stage for the 104 unit apartment building.

The developer is seeking flexibility from setback requirements for the apartment building, parking garage and surface parking from Owasso Street. Flexibility is also requested for the building height, which is six stories at 78.5 feet tall. Flexibility is allowed in the PUD process.

The existing land use is Commercial and High Density Residential. The rezoning would be to only High Density Residential, consistent with the adjacent Midland Terrace property. High Density Residential allows 8 to 20 units per acre. Redevelopment would replace an underutilized property with housing that supports the City's housing goals. Housing options in the City would increase for rental and life-cycle housing. Redevelopment is a reinvestment in a current apartment complex that is located near employment areas and the regional transportation system.

The Preliminary Plat would subdivide the property into two parcels. Lot 1 would be the proposed apartment building. It does comply with minimum lot requirements for the R3 District. Outlot 2 would be parking for the adjacent apartment building. The plat includes dedication of right-of-way from Owasso Street that is being relocated to the north.

The rezoning request to PUD is consistent with Comprehensive Plan policies, and staff finds that the development will not have a significant impact on surrounding land uses. The developer is willing to enter into a Development Agreement with the City.

The City approved the Concept Stage Review of the PUD at its March 5th meeting. At that meeting, concerns were expressed about the proposed height of the apartment building and visual impact on the adjoining single-family residential neighborhood to the south. There was concern about proximity of the apartment building to Victoria Street. The building setback has been increased, but placement of the building is determined by road needs, wetland and parking needs. Lake Shoreview, a wetland, requires a minimum setback of 16.5 feet; the developer proposes 23.2 feet. This lake is not part of the City's Shoreland Management Ordinance but is a DNR protected wetland.

The maximum building height is 35 feet. The proposal is 78.5 feet. The City's regulations allow increased height as long as it does not exceed firefighting capability of the Lake Johanna Fire Department. No concerns have been expressed by the Fire Department. Also, the City requires an additional foot of setback for every foot of height exceeding the maximum of 35 feet. The Developer is seeking flexibility from this requirement for the building and parking.

The main concern is the visual impact to the single-family residential neighborhood to the south. Staff believes this is mitigated by the wetland/pond separation. Any reduction in height would not have a significant effect. Also, the high quality design of the structure will mitigate the impact.

City Code requires 260 parking stalls, or 2.5 stalls per unit. The proposal is for 180 stalls, which is 1.7 stalls per unit. A reduction in parking stalls is permitted if there is shared parking or the developer can show proof of parking. The adjacent Midland Terrace will provide overflow parking if it is needed. A minimum setback for parking is 20 feet from Owasso and Victoria Streets. The proposal is for a 5.1 foot setback from Owasso and 16 feet from Victoria.

Storm water management will include an underground treatment chamber before water is discharged into the wetland/pond area. Two filtration basins are proposed at the southeast and southwest corner of the building to address storm water quality. There is a shoreland vegetative buffer on the south side. Roof drainage would be direct to the wetland. Tycon is working with a consultant to further address water quality issues. The Environmental Quality Committee supports the storm water management plan but did ask the Developer to consider collecting roof runoff for reuse.

The Planning Commission reviewed the proposal at its April meeting and recommended approval on a 5 to 1 vote. The primary concern expressed related to the height of the building.

The Planning Commission approved the building based on the location adjacent to High Density Residential and proximity to employment, retail services and the transportation system.

Residents within 350 feet of the property were notified of the public hearing at the Planning Commission meeting and for this City Council meeting. There is support for the road realignment. However, there is opposition to the building height due to density, visual impact, neighborhood compatibility and traffic.

Staff believes the proposal supports City policies and goals regarding housing redevelopment and that the rezoning will not significantly impact adjacent land uses. The visual impact is mitigated by the wetland, the distance from the single-family neighborhood and architectural design. Realignment of the roadway will improve traffic flow and safety. Staff recommends approval of all requests subject to the conditions and findings in the staff report.

Mayor Martin stated that information from concerned residents has been received by all Councilmembers. Some have asked how many variances are associated with this development. She explained that a Planned Unit Development allows flexibility from requirements because a benefit is being received in exchange for that flexibility.

Planning Commissioner Deb Ferrington stated that the scale of the building is an issue, but the positives outweighed the negatives. These included redevelopment of a blighted property, the improved roadway, and increasing rental options in Shoreview. The one Commissioner who opposed the project felt there is not sufficient parking.

Mayor Martin opened the meeting to public comment.

Ms. Sharon Coombs, 3400 Owasso Street, stated that she expects to sell her house in the next five years. A new buyer will have the same interests she had when she came to Shoreview--proximity to both Minneapolis and St. Paul, natural environment and the quality of the school district. Her concern is that impact to the quality of the school district was not mentioned. If this development brings more children to Island Lake School, she believes the quality of the school will be compromised. She questioned that people will pay high rent for a luxury apartment in this location near a railroad and fire station.

It seems the City is supporting this project rather than having a detached, impartial view. Island Lake School is an important stakeholder. She appreciates the fact that the City holds firm on its ordinances with respect to residential development. There are too many exceptions with this project. It is not true that roof runoff directly entering Lake Shoreview will not impact water quality. Roof material will be in the water and she is concerned that a City professional would make that statement.

Ms. Murt Seltz, 3328 Owasso Heights Road, expressed her concern about the amount of flexibility in this project. There are tremendous traffic problems during peak dropoff times at Island Lake School. The school is very crowded. The idea of a building with 104 units is a great concern. She asked if the School Superintendent has been consulted. The DNR defines a lake by its name and whether or not there is sustained vegetation growing in the water. To her

knowledge, there is not vegetation in Lake Shoreview. If the height is reduced, it will reduce revenue but it would be a positive impact on the community in terms of compatibility. The setback provides green space to approach the building. This will be needed for a high end rental building. Even parking islands are being eliminated. She is also concerned about the impact of the increased size of the intersection for children going to school. This project pushes the limits to excess. Her question is why this project is so large on a small parcel of property.

Mr. Don Greenheck, 3333 Owasso Heights Road, stated that he has never received information about the project, although he lives a mile away. His concern is the height and raising of the grade. He would like to find out what the cost-benefit analysis shows, as well as any traffic study and potential crime. The size of the building and issuing a number of variances is questionable. Shoreview is such a nice community with a responsive, protective government. It is his hope that the quality of life standards will not be relaxed to facilitate this project.

Mr. Jeb Babbini, 716 Harriet Avenue, stated that he agrees with the road realignment which will be safer. He objects to the new big complex. He anticipates traffic jams. On a Sunday afternoon he counted 50 cars in a 15-minute period. The project is too big for the area. He agreed with all previous comments in opposition.

Ms. Cheryl Symonik, 3588 Tiffany Lane, stated she did not receive any information on this project. Six stories will be the highest building in Shoreview. She cannot imagine luxury apartments on a railroad track. She agreed that an increase of students at Island Lake School would be a problem for the school.

Mr. Paul Christianson, 638 Harriet Avenue, stated that his main concern is the size of the development. The height is twice the amount allowed in the City's ordinance. The density and number of parking spaces will be crowded. The number of exceptions to City regulations is a problem.

Response to Resident Comments

City Manager Schwerm stated that there have been conversations with the School Superintendent. With respect to the population of the school, there is no open enrollment. However, historically, these types of apartment projects do not bring a lot of new students to the school. The Superintendent is not concerned about an influx of new students. If 12 students were added, that would mean perhaps 2 per grade. Further on another question, market studies have been done on the market for this type of high end housing. The developer does not take this lightly with a \$20 million investment.

Mr. Noah Bly, Project Architect, Urban Works Architecture, stated that the plan is that this will be a luxury building. A market study done by Marquette Advisors indicates that this will be unique for Shoreview and will do very well. The developer knows from management of Lakeview Terrace, that there is demand for upscale units. Lakeview Terrace is being upgraded, but there is a limit to what can be done to existing buildings.

Mayor Martin asked about the factors that impacted the design of the proposed building. Mr. Bly responded that the parcel is tight between the new larger Owasso Street and the shoreland setback. The Developer has been working many months to find the best location for the building. Outside parking is required and has to be 60 feet wide, which leaves a tight space for the building. There were concerns about the original setback from Victoria, which has been increased. The building has also been reduced from 120 units to 104 units.

City Manager Schwerm noted that residents are supportive of the roadway realignment, which is critical to this project. Owasso Street is wider to align with County Road E across the street, and the intersection will have a traffic signal, which will increase safety. The cost of the road project started at \$1.2 million and has increased to \$2.9 million due to county standards and railroad improvements that have to be absorbed by the City. Without this project, the road realignment cannot be done because of the cost. Over time the cost will only increase.

Mr. Bly further stated that water quality will definitely be improved with the new infrastructure and a rain garden. The roof proposed is flat and water will be drained from a membrane that is deemed clean by the DNR.

Mayor Martin added that the school district has also been working with the City for a trail along County Road E up to Theissen Park. That is one of the tradeoff benefits. She added that trains run through The Summit development in North Oaks and through neighborhoods with high value homes in White Bear and Dellwood. People do not mind if they have the type of housing they are looking for. The height is a stretch for Shoreview. One thing that matters is that the proposed construction method eliminates big spaces between floors. Although it is six stories, it is not as tall as it might be because of the concrete construction being used between floors. This project is a balancing act. The benefits to Shoreview include a safer intersection, redevelopment of an empty strip mall and a style of housing not now available in Shoreview. It is close to Deluxe, Cummings, and PaR Systems, which is in the process of expanding. It is an area between residential and industry. The City is not reducing standards but offers flexibility for the project to happen. The financing is very complex and is structured so that tax dollars will be returned.

Councilmember Withhart noted that the Planning Commission and the Economic Development Authority have all reviewed this plan. He noted that the height is half that of a water tower. The project has been in process for a long time with a lot of thought about quality. He agreed that more green space around the parking space is needed. There are empty parking spaces at Lakeview Terrace and he would not want to see overdeveloped parking. Mr. Maloney added that the policies and rules adopted by Grass Lake Water Management Organization will be followed.

Mayor Martin stated that she, too, would like to see more green space, but the proximity to Island Lake Park and good walking areas provides green space.

Councilmember Wickstrom asked if this is an area where pervious surface could be used for the parking area to absorb water. Mr. Maloney stated that the public road analysis indicates that the soil is not amenable to a pervious surface.

Councilmember Wickstrom asked how the number of parking spaces was determined. **Mr. Bly** stated that there is enclosed and outside parking. The ratio of 1.7 is based on demand that will come from this building and a compromise with City regulations.

Councilmember Wickstrom asked for further explanation on the height. **Mr. Bly** explained that in a usual wood truss construction there is two feet between floors, and nine feet will be allowed in each unit. With the concrete construction proposed, there will be eight inches between floors. Often wood frame buildings have a pitched roof, which makes it even taller. The proposed building has a lower roof profile.

Councilmember Wickstrom stated that when she first heard the height, she was shocked. However, if this is not allowed, the impact of another development could be even more. Another shopping area would have impacts and the road work would not be done. The road cannot be done without the project. There is a grant from the Metropolitan Council to help with the road realignment. The project would not be eligible for this grant without at least 100 units. She further stated that she has learned from the League of Minnesota Cities, younger people are not going into home ownership. People ready to sell their single-family homes are being advised to not buy another home. These two factors provide a demand for higher end apartments. Although there are negatives with this project, she believes the benefits outweigh them.

Councilmember Quigley stated that the project has been thoroughly reviewed. The nature of PUD is flexibility and variance. The reason for PUDs is to work with difficult sites. There are a significant number of mitigating factors regarding the size of the development that have helped him to support this project.

Mayor Martin emphasized that the changes made are a result of the concerns expressed. She thanked residents for their input that identified the difficult issues.

MOTION: by Councilmember Quigley, seconded by Councilmember Withhart to adopt Resolution No. 12-34 amending the Comprehensive Plan and Ordinance No. 894 changing the zoning and approve the preliminary plat and PUD Development Stage requests submitted by Lakeview Terrace/Tycon Co. for the redevelopment of Midland Plaza, 3588 Owasso Street with a 104 unit apartment building subject to the following conditions:

Comprehensive Plan Amendment

1. The planned land use of the property changing the existing C, Commercial land use designation to RH, High Density Residential.
2. Review and approval of the amendment by the Metropolitan Council.
3. The amendment will not be effective until the City grants approval of the Final Plat and PUD - Final Stage requests and the development agreements are executed.

Rezoning

1. This approval rezones the property from C1, Retail Service and R3, Multi-Dwelling Residential to PUD, Planned Unit Development.
2. The underlying zoning district for this PUD is R3, Multi-Dwelling Residential.
3. Rezoning is not effective until approvals are received for the Final Plat, PUD - Final Stage and development agreements executed.

Preliminary Plat

1. A public use dedication fee shall be submitted as required by ordinance prior to release of the final plat by the City.
2. The final plat shall include drainage and utility easements along the property lines. Drainage and utility easements along the roadways shall be 10 feet wide and along the side lot lines these easements shall be 5 feet wide and as required by the Public Works Director.
3. Private agreements shall be secured between the parcels in the subdivision and the adjoining Midland Terrace Apartment complex regarding joining driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.
4. The developer shall submit as application to vacate Owasso Street with the Final Plat application.
5. The Final Plat shall be submitted to the City for approval with the Final Stage PUD application.

Planned Unit Development - Development Stage

1. This approval permits the redevelopment of 3588 Owasso Street parcels with a 104 unit 6-story tall apartment building as depicted in the plans submitted as part of this application.
2. Private agreements shall be secured between the parcels in the subdivision and the adjoining Midland Terrace Apartment complex regarding joining driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.
3. Access to the proposed development is prohibited from Victoria Street. Access to the site shall be provided via the driveways off of Owasso Street as indicated in the approved plan.
4. Revisions may be required to the tree preservation plan that addresses the replacement of trees along the existing Owasso Street. A revised plan, if required, shall be submitted with the Final Stage PUD and Final Plat applications. Replacement trees shall be planted in accordance with the City's Woodlands and Vegetation Ordinance.
5. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director is required, prior to submittal to the City of applications for Final Plat and PUD - Final Stage. Final plans shall identify site construction limits and the treatment of work (i.e., driveways, parking areas, grading, etc.) at the periphery of these construction limits.
6. The proposed apartment housing structure shall be of a 6-story design as depicted on the plans submitted with this application. Said building shall include the architectural enhancements and high-quality building materials as identified. The structure shall not

- exceed the height, 78.5 feet as identified in this report and on the submitted plans. The applicant is encouraged to explore options that will reduce the building height, provided the architectural quality and appearance of the building is not compromised.
7. Additional landscaping may be required along the south side of the building to soften the structure's appearance when viewed from the adjacent single-family residential neighborhood.
 8. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project. The Development Agreement shall address:
 - a. Construction management and nuisances that may occur during the construction process, including parking for contractors. No parking is permitted on Victoria Street.
 - b. Best Management Practices for Water Quality improvement.
 - c. Landscape maintenance.
 - d. Maintenance of storm water management facilities, including the filtration basins.
 9. This approval shall expire after two months if the Planned Unit Development - Final Stage application has not been submitted for City review and approval, as per Section 203.060 (C)(6).

This approval is based on the following findings:

1. The proposed redevelopment plan supports the policies stated in the Comprehensive Plan related to land use, housing and redevelopment.
2. The proposed redevelopment plan carries out the recommendations as set forth in the Housing Action Plan.
3. The proposed redevelopment plan will not adversely impact the planned land use of the surrounding property.
4. The proposed deviations permit this site to be redeveloped with a use that expands life-cycle and affordable housing, including housing choice in the City. The plan also results in a public road improvement project that will improve traffic flow and safety.
5. Sustainable design features will be incorporated into the building and site design.

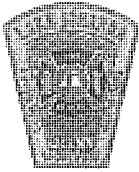
Discussion:

Councilmember Withhart noted that the rezoning is not from apartment to something else. He looks forward to Tycon redeveloping the existing buildings. This is a good first step. The rezoning to PUD allows flexibility.

ROLL CALL: Ayes: Withhart, Quigley, Wickstrom, Martin
 Nays: None

SPECIAL ORDER OF BUSINESS

Meeting Dates



LAKE JOHANNA FIRE DEPARTMENT

5545 LEXINGTON AVENUE NORTH • SHOREVIEW, MN 55126
OFFICE (651) 481-7024 • FAX (651) 486-8826

December 6, 2012

Department of Community Development
Attn: Kathleen Nordine, City Planner
4600 N Victoria Street
Shoreview, MN 55126

Site and Building Plan Review
Midland Terrace Plaza Redevelopment
Shoreview, MN 55126

File No. 2471-12-34

- Verify location of F.D.C.
 - Should be on address side of building.
- Fire Hydrant must be within 150' of F.D.C.
- Verify fire hydrant locations on site.
- Fire Department lock box is required. Location and number to be determined.
- Verify that parking lot above underground parking garage will support weight multiple fire apparatus vehicles.
- Road to underground parking must be maintained allow for fire apparatus access.

Sincerely,

Rick Current
Fire Marshal
Lake Johanna Fire Department



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

© Ramsey County Enterprise GIS Division

- ### Legend

- County Offices
City Halls
Schools
Hospitals
Fire Stations
Police Stations
Recreational Centers
Parcel Points
Parcels

GISRASTER.GISPUB.IMAGE

High : 255

Low : 0

Notes

MIDLAND PLAZA REDEVELOPMENT
- 3588 OWASSO STREET

The Lakeview Terrace Development Stage PUD was approved at the Shoreview City Council Meeting on August 20, with the following conditions:

Comprehensive Plan Amendment

1. The planned land use of the property changing the existing C, Commercial land use designation to RH, High Density Residential.
2. Review and approval of the amendment by the Metropolitan Council.
3. The amendment will not be effective until the City grants approval of the Final Plat and PUD - Final Stage requests and the development agreements are executed.

****The above conditions are consistent with the application and the development agreement is in process.***

Rezoning

1. This approval rezones the property from C1, Retail Service and R3, Multi-Dwelling Residential to PUD, Planned Unit Development.
2. The underlying zoning district for this PUD is R3, Multi-Dwelling Residential.
3. Rezoning is not effective until approvals are received for the Final Plat, PUD - Final Stage and development agreements executed.

****The above conditions are consistent with the application and the development agreement is in process.***

Preliminary Plat

1. A public use dedication fee shall be submitted as required by ordinance prior to release of the final plat by the City.
2. The final plat shall include drainage and utility easements along the property lines.
3. Drainage and utility easements along the roadways shall be 10 feet wide and along the side lot lines these easements shall be 5 feet wide and as required by the Public Works Director.
4. Private agreements shall be secured between the parcels in the subdivision and the adjoining Midland Terrace Apartment complex regarding joining driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.
5. The developer shall submit an application to vacate Owasso Street with the Final Plat application.
6. The Final Plat shall be submitted to the City for approval with the Final Stage PUD application.

The Final Plat will provide drainage and utility easements as required by public works and private easements regarding driveway, parking and maintenance. The developer will submit an application to vacate Owasso Street. Public use dedication fee will be submitted as per ordinances.

Planned Unit Development – Final Application

1. This approval permits the redevelopment of 3588 Owasso Street parcels with a 104 unit 6-story tall apartment building as depicted in the plans submitted as part of this application.
2. Private agreements shall be secured between the parcels in the subdivision and the adjoining Midland Terrace Apartment complex regarding joining driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.

3. Access to the proposed development is prohibited from Victoria Street. Access to the site shall be provided via the driveways off of Owasso Street as indicated in the approved plan.
4. Revisions may be required to the tree preservation plan that addresses the replacement of trees along the existing Owasso Street. A revised plan, if required, shall be submitted with the Final Stage PUD and Final Plat applications. Replacement trees shall be planted in accordance with the City's Woodlands and Vegetation Ordinance.
5. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director is required, prior to submittal to the City of applications for Final Plat and PUD - Final Stage. Final plans shall identify site construction limits and the treatment of work (i.e., driveways, parking areas, grading, etc.) at the periphery of these construction limits.
6. The proposed apartment housing structure shall be of a 6-story design as depicted on the plans submitted with this application. Said building shall include the architectural enhancements and high-quality building materials as identified. The structure shall not exceed the height, 78.5 feet as identified in this report and on the submitted plans. The applicant is encouraged to explore options that will reduce the building height, provided the architectural quality and appearance of the building is not compromised.
7. Additional landscaping may be required along the south side of the building to soften the structure's appearance when viewed from the adjacent single-family residential neighborhood.
8. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project. The Development Agreement shall address:
 - a. Construction management and nuisances that may occur during the construction process, including parking for contractors. No parking is permitted on Victoria Street.
 - b. Best Management Practices for Water Quality improvement.
 - c. Landscape maintenance.
 - d. Maintenance of storm water management facilities, including the filtration basins.
9. This approval shall expire after two months if the Planned Unit Development – Final Stage application has not been submitted for City review and approval, as per Section 203.060 (C)(6).

The above conditions are consistent with the application and the development agreement is in process. The approval of the Planned Unit Development submission was extended by six months on August 6th letter from staff.

This application is consistent with the PUD Development stage submission approved by the City Council on August 20, 2012.

Project Team:

Owner
Tycon Companies
Max Segler
(612) 379-7000
max@tyconco.com

Civil Engineer
Daniel Tilsen
G-Cubed Inc.
651-283-7546
djtilsen@gmail.com

Architecture Firm
UrbanWorks Architecture LLC
Noah Bly
612-455-3102
nbly@urban-works.com

LAKEVIEW TERRACE

S 89°29'29" W 2634.88

NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 30 N., RANGE 23 W.

CENTERLINE SOUTHERLY RAILROAD TRACK

MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD CO.

1317.34 1633.99 30 50

S89°16'13"E 378.16

S00°32'33"E 25.01

VACATED

1317.34 FABER STREET

S89°16'13"E 315.46

SOUTHERLY RAILROAD R/W LINE

S89°16'13"E 146.47

N00°43'47"E 275.02

33

1317.34 500°43'47"W 51.00

OWASSO STREET

500°43'47"W 51.00

40.00

11.00

5.00

OUTLOT A

565°10'39"W 251.69

LOT 16

124.59

51.87

N78°01'50"W

N70°32'25"W 67.34

45.74

S89°30'07"W

572.25

447.66

S00°32'33"E

358.57

LOT 15

LOT 1

BLOCK 1

NE 1/4

DRAINAGE & UTILITY EASEMENT

WET LAND

SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER

484.36

S89°29'28"W 581.83

FOUND AN IRON PIPE N67°35'40"E 0.76' FROM CORNER

0 50 100 150

SCALE IN FEET

THE BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 30 NORTH, RANGE 23 WEST HAS A BEARING OF S89°29'29"W.

VICINITY MAP

NOT TO SCALE

SEC 35, TWP 30, R2E 23

NE 1/4

SE 1/4

SW 1/4

EW 1/4

NOT TO SCALE

BEING 5 FEET IN WIDTH AND ADJOINING STREET LINES, UNLESS OTHERWISE SHOWN ON THE PLAT

DRAINAGE & UTILITY EASEMENTS ARE SHOWN THUS:

NOT TO SCALE

○ DENOTES A SET 1 INCH BY 18 INCH IRON PIPE MARKED BY LICENSE NO. 48634.

● DENOTES FOUND IRON MONUMENT.

⊕ DENOTES FOUND COUNTY MONUMENT (CM).

--- DENOTES EDGE OF WETLAND.

KNOW ALL MEN BY THESE PRESENTS: That Terrace Apartments Company, LLP, a Minnesota limited liability partnership, owner, and Federal Home Loan Mortgage Corporation and/or Glaser Financial Group, Inc., a Minnesota Corporation, mortgagee, of the following described property situated in the City of Shoreview, County of Ramsey, State of Minnesota:

That part of Lots 15 and 16, and that part of vacated Emmett Street, OWASSO PARK, according to the recorded plat thereof on file and of record in the office of the Ramsey County Recorder and that part of the North Half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 30 North, Range 23 West, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Section 35; thence on an assumed bearing of South 89 degrees 29 minutes 29 seconds West, along the north line of the Northeast Quarter of said Section 35, a distance of 1000.69 feet; thence South 00 degrees 43 minutes 47 seconds West, a distance of 56.70 feet to the southerly right of way line of the Minneapolis, St. Paul and Sault Ste. Marie Railroad, being a line that is parallel with and distant 75 feet southerly, as measured at right angles, from the centerline of the southerly railroad track, being the point of beginning of the land to be described; thence continue South 00 degrees 43 minutes 47 seconds West, a distance of 51.00 feet; thence South 65 degrees 10 minutes 39 seconds West, a distance of 251.69 feet; thence South 00 degrees 32 minutes 33 seconds East, a distance of 447.66 feet to the easterly extension of the southerly line of said North Half of the Northwest Quarter of the Northeast Quarter; thence South 89 degrees 29 minutes 28 seconds West, along said extension, and along said south line of the North Half of the Northwest Quarter of the Northeast Quarter, a distance of 581.83 feet to the centerline of Victoria Street, as it was located prior to its realignment; thence northeasterly a distance of 101.32 feet, along said centerline of Victoria Street, being a curve not tangent with the last described line, said curve is concave to the east, has a radius of 262.04 feet, and a central angle of 22 degrees 09 minutes 11 seconds, the chord of said curve bears North 00 degrees 34 minutes 14 seconds East, and has a chord distance of 100.69 feet; thence North 11 degrees 38 minutes 49 seconds East, along said centerline, tangent to said curve, a distance of 554.03 feet to the southerly right of way line of said Minneapolis, St. Paul and Sault Ste. Marie Railroad, being a line parallel with and distant 50 feet southerly, as measured at right angles, from the centerline of the southerly railroad track; thence South 89 degrees 16 minutes 13 seconds East, along said southerly railroad right of way line, a distance of 378.16 feet to the east line of the North Half of the Northwest Quarter of the Northeast Quarter of said Section 35; thence South 00 degrees 32 minutes 33 seconds East, along said east line, a distance of 25.01 feet to said southerly railroad right of way line being a line parallel with and distant 75 feet southerly, as measured at right angles, from the centerline of said southerly railroad track; thence South 89 degrees 16 minutes 13 seconds East, along said southerly railroad right of way line, a distance of 315.46 feet to the point of beginning.

Have caused the same to be surveyed and platted as LAKEVIEW TERRACE and do hereby dedicate or donate to the public for public use forever the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said Terrace Apartments Company, LLP, a Minnesota limited liability partnership, has caused these presents to be signed by its proper partner this ____ day of _____, 20____.

Signed: Terrace Apartments Company, LLP

_____, It's _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____, by _____, Terrace Apartments Company, LLP, a Minnesota limited liability partnership, on behalf of the partnership.

_____, Notary Public,
My Commission expires _____

In witness whereof said Federal Home Loan Mortgage Corporation and/or Glaser Financial Group, Inc., a Minnesota Corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Signed: Federal Home Loan Mortgage Corporation and/or Glaser Financial Group, Inc.

_____, It's _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____, by _____, Federal Home Loan Mortgage Corporation and/or Glaser Financial Group, Inc., a Minnesota Corporation, on behalf of the corporation.

_____, Notary Public,
My Commission expires _____

I, Mitchell A. Scofield, Professional Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all monuments indicated on this plat will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Mitchell A. Scofield, Professional Land Surveyor
Minnesota License No. 48634

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____, by Mitchell A. Scofield, a Professional Land Surveyor.

_____, Notary Public,
My Commission expires _____

CITY OF SHOREVIEW

We hereby certify that on the ____ day of _____, 20____, the City of Shoreview, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

_____, Mayor _____, Clerk

DEPARTMENT OF PROPERTY RECORDS AND REVENUE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

_____, Director By _____, Deputy
Department of Property Records and Revenue

COUNTY SURVEYOR

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this ____ day of _____, 20____.

Craig W. Hintzman, P.L.S.
Ramsey County Surveyor

COUNTY RECORDER, County of Ramsey, State of Minnesota

I hereby certify that this plat of LAKEVIEW TERRACE was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at _____ o'clock ____ M., and was duly filed in Book _____ of Plats, page _____, as Document Number _____.

_____, Deputy County Recorder

Deputy County Recorder

Notary Public, _____
My Commission expires _____

CITY OF SHOREVIEW
RAMSEY COUNTY, MINNESOTA
SECTION 35, TOWNSHIP 30, RANGE 23

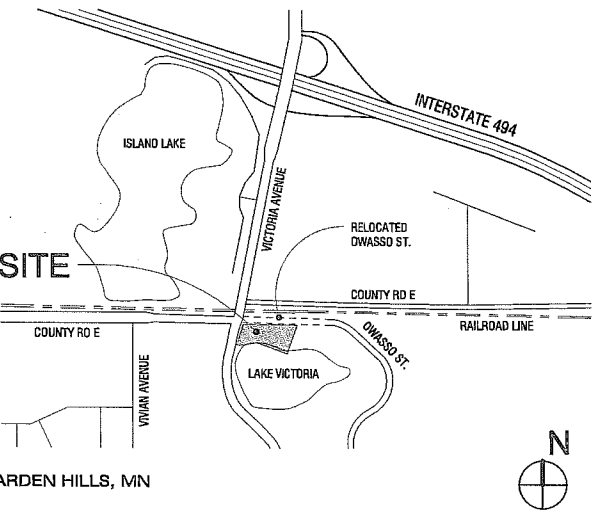
○ DENOTES A SET 1 INCH BY 18 INCH IRON
PIPE MARKED BY LICENSE NO. 48634.
● DENOTES FOUND IRON MONUMENT.
⊕ DENOTES FOUND COUNTY MONUMENT (CIM).
— — DENOTES EDGE OF WETLAND.

LAKEVIEW TERRACE
FINAL PUD SUBMISSION

NOVEMBER 19, 2012

VICINITY MAP

NOT TO SCALE



LAKEVIEW
TERRACE

3588 OWASSO
STREET
SHOREVIEW, MN



901 North 3rd Street, Suite 145
Minneapolis, MN 55401
612.455.3100 (t)
612.455.3199 (f)

GENERAL NOTES

- DO NOT SCALE DRAWINGS.
- SUBCONTRACTORS SHALL VISIT THE JOB SITE AND SHALL REVIEW THE CONTRACT DOCUMENTS TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS AND INTENT OF THE SCOPE OF THE WORK PRIOR COMMENCEMENT OF WORK. DISCREPANCIES SHALL BE REPORTED TO GENERAL CONTRACTOR FOR CLARIFICATION.

UNIT COUNT

UNIT TYPE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	TOTAL
1 Bedroom	8	7	8	8	8	8	47
1 Bedroom +	2	2	3	3	3	3	16
2 Bedroom	3	6	5	5	5	5	29
2 Bedroom +	2	2	2	2	2	2	12
Grand total	15	17	18	18	18	18	104

PARKING STALLS

PARKING STALL SUMMARY:	SURFACE	ENCLOSED
ACCESSIBLE STALLS	3	5
STANDARD STALLS	62	114
TOTALS	65	119
GRAND TOTAL	184	

SHEET INDEX

G001	TITLE SHEET	A001.0 SUBLEVEL 1 - OVERALL PLAN
C1	SITE PLAN	A101.0 LEVEL 1 PLAN - OVERALL
C2	PARKING PLAN	A102.0 LEVEL 2 PLAN - OVERALL
C3	PRELIMINARY UTILITY PLAN	A103.0 LEVEL 3-5 PLAN - OVERALL
C4	PRELIMINARY SROSION CONTROL PLAN	A106.0 LEVEL 6 PLAN - OVERALL
C5	PRELIMINARY UTILITY PLAN	A301 BUILDING ELEVATIONS
C6	PROPOSED DRAINAGE AREAS	A302 BUILDING ELEVATIONS
C7	EXISTING DRAINAGE AREAS	A303 BUILDING ELEVATIONS
C8	PERLIMINARY PLAT	A304 BUILDING ELEVATIONS
L100	SITE PLAN	A305 BUILDING ELEVATIONS
L300	SITE PLAN	A306 BUILDING ELEVATIONS
L301	TREE MANAGEMENT PLAN	E-L-5 SITE LIGHTING LAYOUT WITH PHOTOMETRICS

CONTACTS

DEVELOPER/CLIENT	ARCHITECT	CONTRACTOR	CIVIL ENGINEER
NAME: TYCON COMPANIES	NAME: URBAN-WORKS ARCHITECTURE, LLC	NAME: COMPANY / FIRM NAME HERE	NAME: JOHNSON & SCOREFIELD INC.
CONTACT: MAX SEGLER	CONTACT: NDAH BLY	CONTACT: CONTACT NAME HERE	CONTACT: MITCH SCOREFIELD
	CONTACT: BART NELSON	CONTACT: CONTACT NAME HERE	CONTACT: DANIEL TILSEN
ADDRESS: 321 UNIVERSITY AVE. S.E.	ADDRESS: 901 N. 3RD ST., STE 145	ADDRESS: ADDRESS LINE 1	ADDRESS: 507 VERMILLION ST.
MINNEAPOLIS, MN 55414	MINNEAPOLIS, MN 55401	ADDRESS LINE 2	HASTINGS, MN 55033
PHONE No.: 612-379-7000	PHONE No.: 612.455.3100	PHONE No.: PHONE NO. HERE	PHONE No.: 651.438.0000
FAX No.: 612-379-3440	FAX No.: 612.455.3199	FAX No.: FAX NO. HERE	FAX No.: 651-438-9005
E-MAIL: MAX@TYCONCO.COM	E-MAIL: NBLY@URBAN-WORKS.COM	E-MAIL: E-MAIL HERE	E-MAIL: MITCH.SCOREFIELD@JSLMAIL.COM
	BNELSON@URBAN-WORKS.COM		DJTILSEN@JSLMAIL.COM

REVISIONS

Date Description

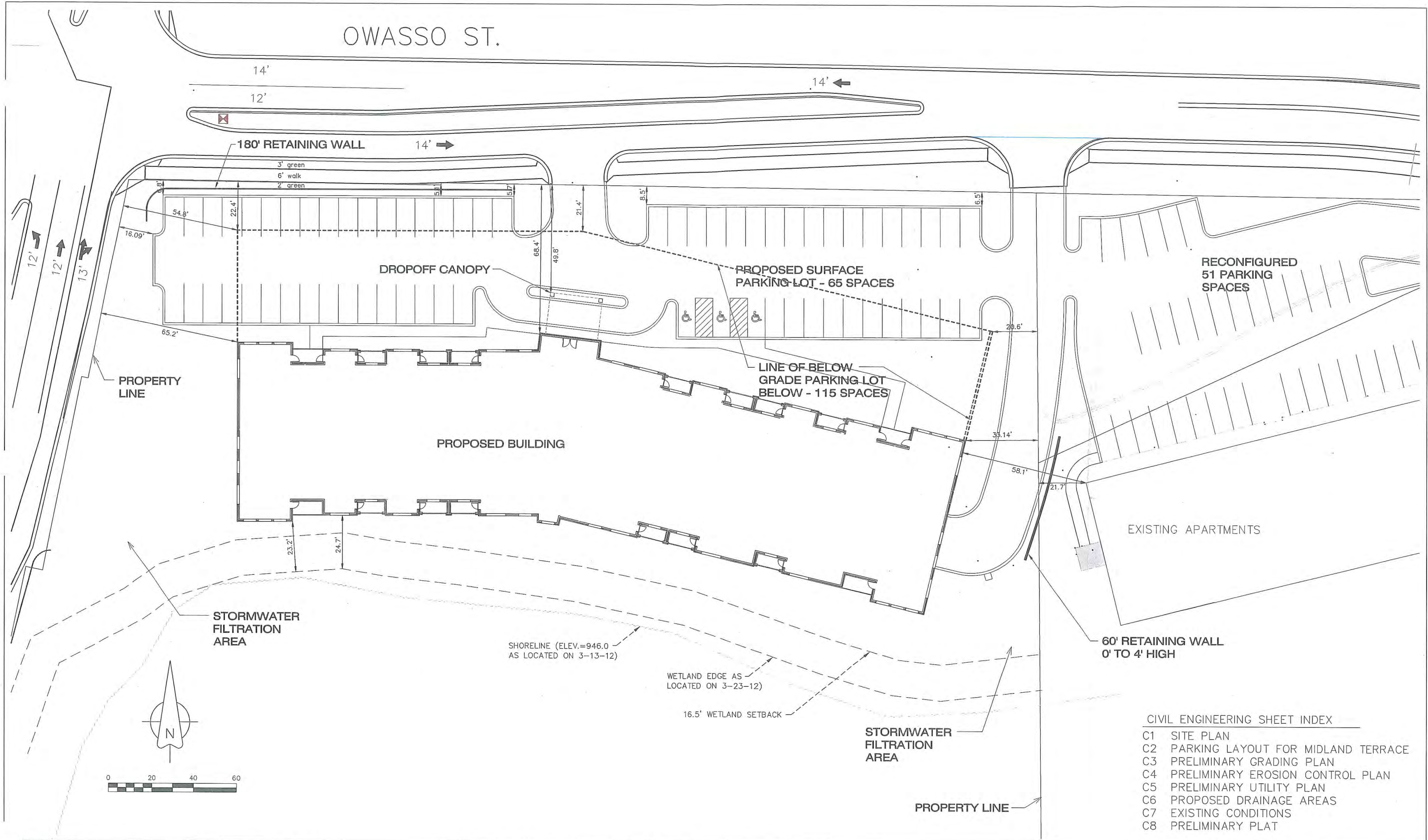
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PROJECT # 12-0011
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KEY PLAN

TITLE SHEET

G001



CIVIL ENGINEERING SHEET INDEX	
C1	SITE PLAN
C2	PARKING LAYOUT FOR MIDLAND TERRACE
C3	PRELIMINARY GRADING PLAN
C4	PRELIMINARY EROSION CONTROL PLAN
C5	PRELIMINARY UTILITY PLAN
C6	PROPOSED DRAINAGE AREAS
C7	EXISTING CONDITIONS
C8	PRELIMINARY PLAT

G³ Engineering, Surveying
& Planning
JOHNSON & SCOFIELD INC.
G-Cubed
507 Vermillion Street Hastings, Mn 55033
ph. 651.438.0000 fax 651.438.9005

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND I AM A
DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE
STATE OF MINNESOTA
Geoffrey G. Griffin
DATE _____ REG. NO. 21940

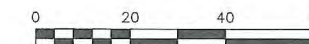
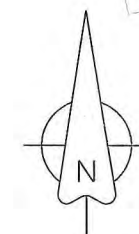
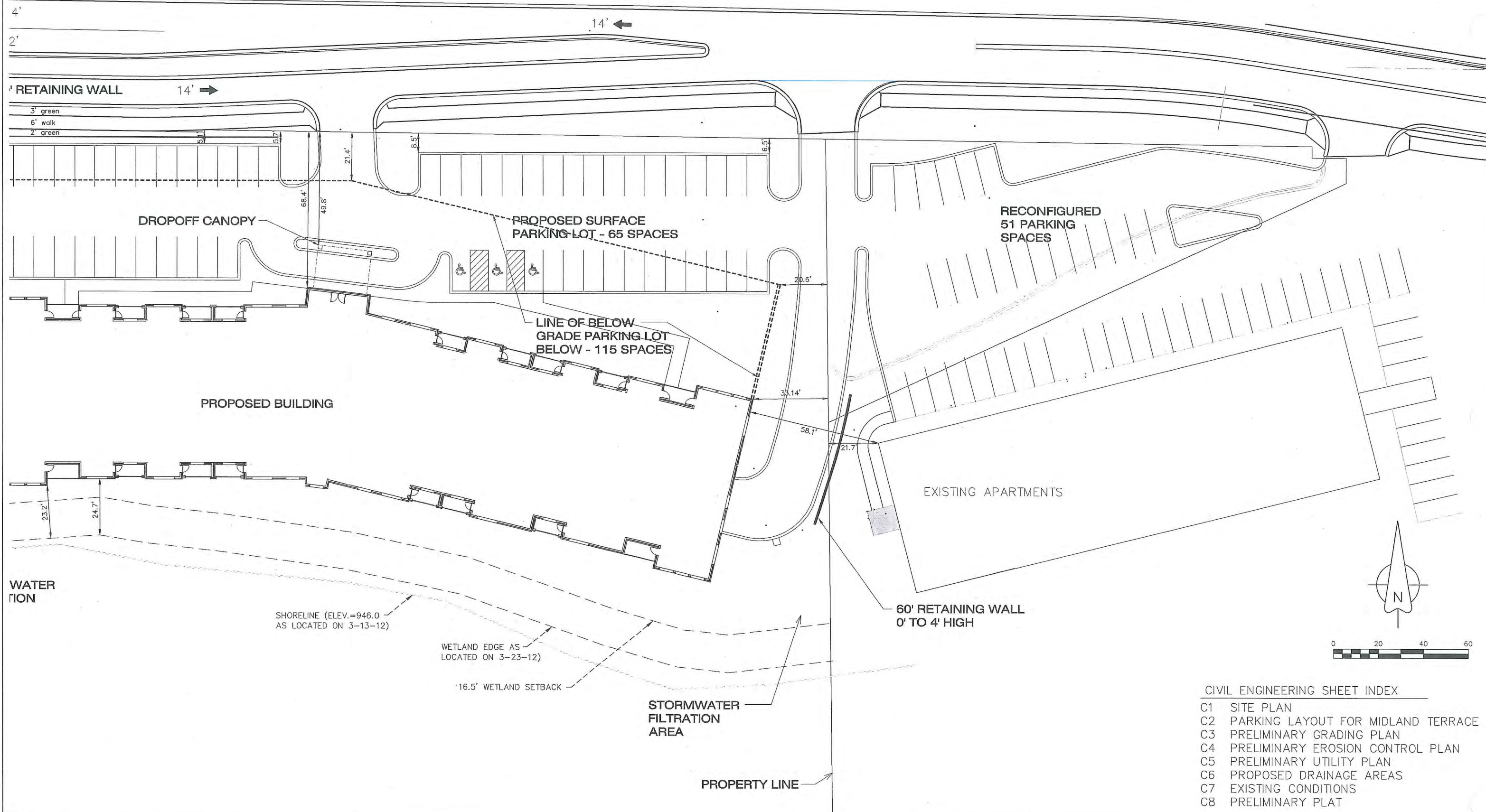
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					FILE NO.: 09-049 Grading

CITY OF SHOREVIEW
RAMSEY COUNTY, MINNESOTA
2013 CONSTRUCTION

SITE PLAN
OF
LAKEVIEW TERRACE

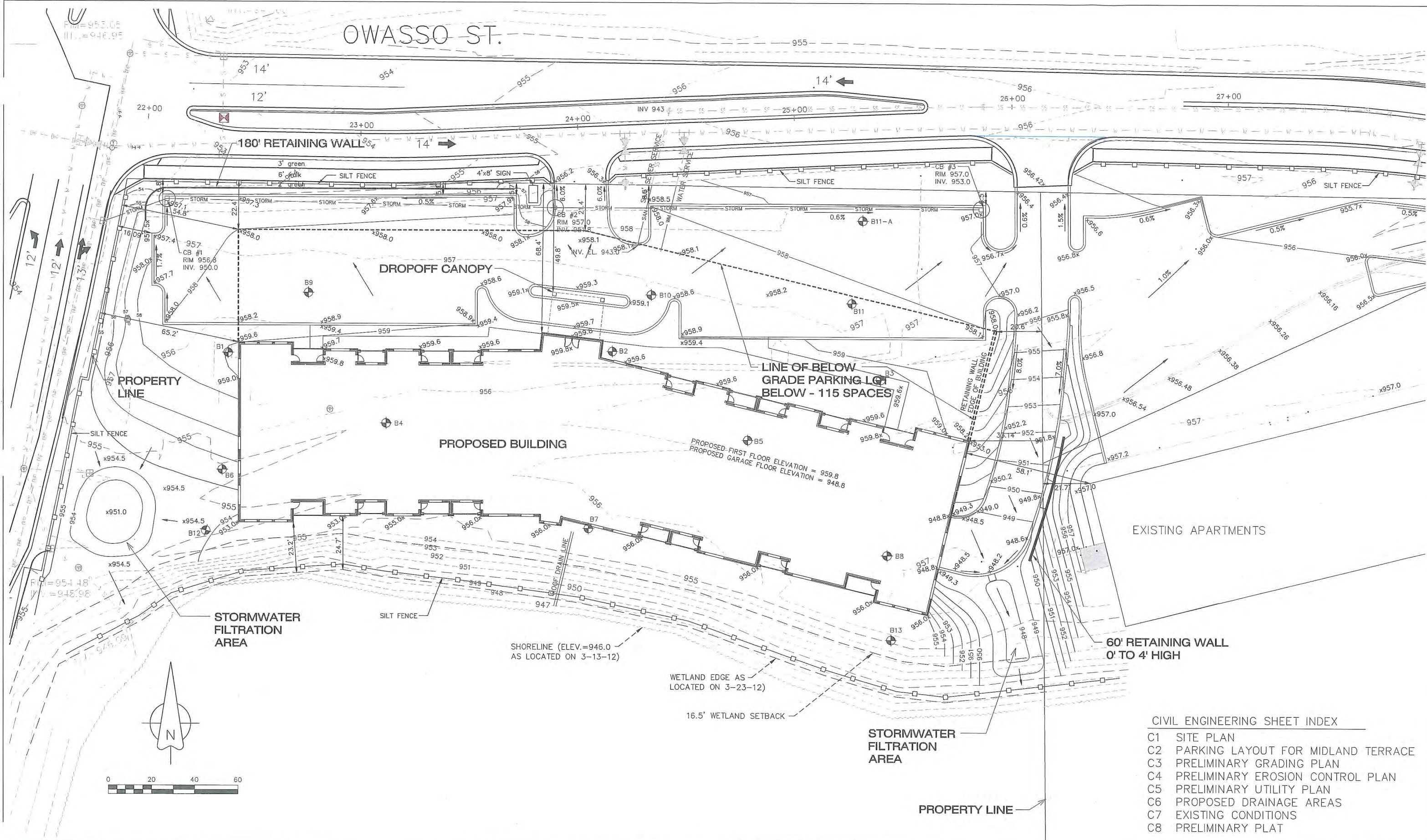
SHEET C1 OF C8 SHEETS

OWASSO ST.



CIVIL ENGINEERING SHEET INDEX

- C1 SITE PLAN
- C2 PARKING LAYOUT FOR MIDLAND TERRACE
- C3 PRELIMINARY GRADING PLAN
- C4 PRELIMINARY EROSION CONTROL PLAN
- C5 PRELIMINARY UTILITY PLAN
- C6 PROPOSED DRAINAGE AREAS
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CIVIL ENGINEERING SHEET INDEX	
C1	SITE PLAN
C2	PARKING LAYOUT FOR MIDLAND TERRACE
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C4	PRELIMINARY EROSION CONTROL PLAN
C5	PRELIMINARY UTILITY PLAN
C6	PROPOSED DRAINAGE AREAS
C7	EXISTING CONDITIONS
C8	PRELIMINARY PLAT

Johnson & Scofield Inc.
 Engineering, Surveying & Planning
 507 Vermillion Street Hastings, Mn 55033
 ph. 651.438.0000 fax 651.438.9005

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 DATE _____ Geoffrey G. Griffin
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DRAWN	DJT
CHECKED	

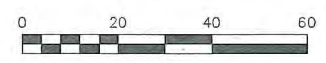
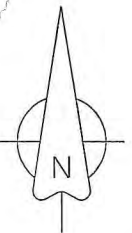
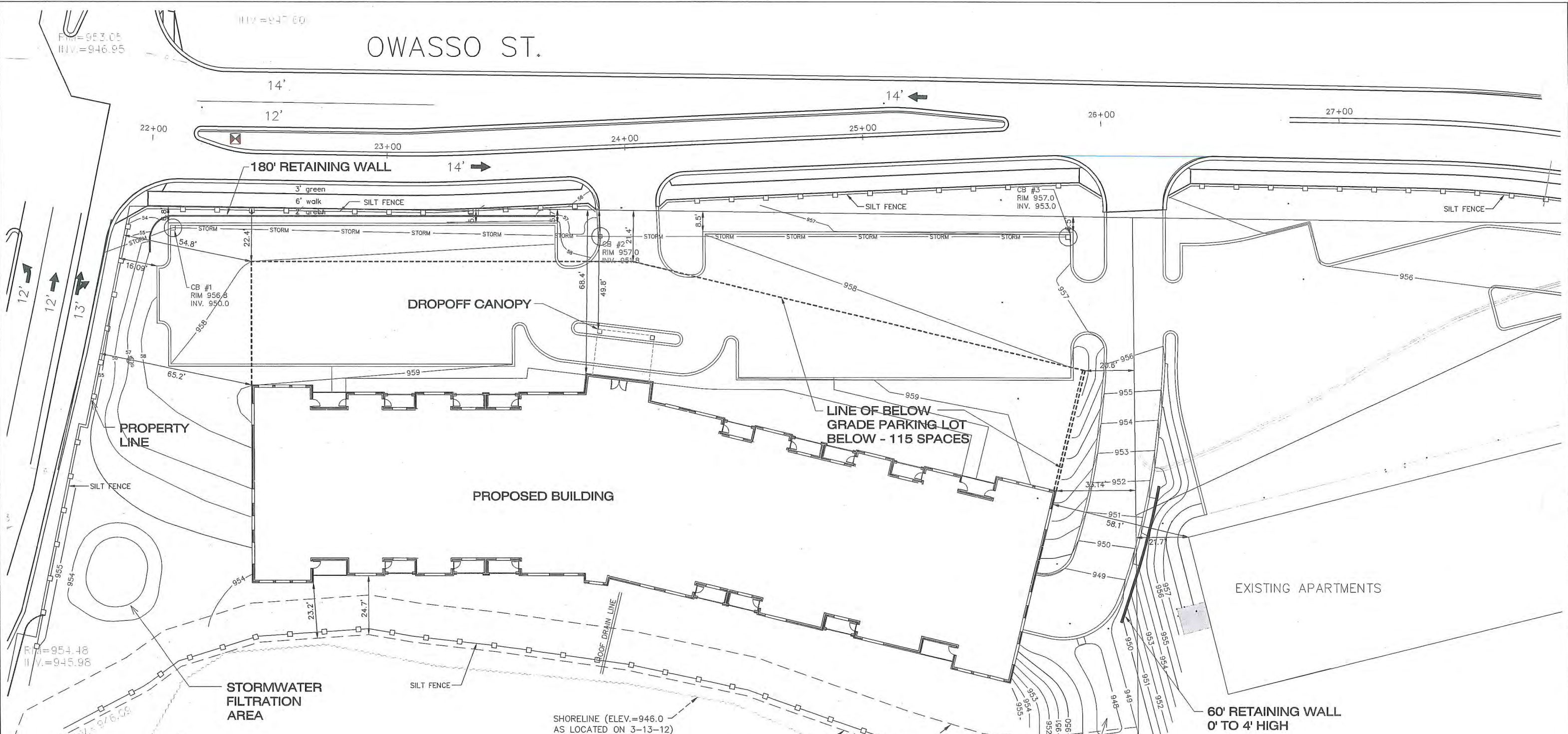
REVISED	BY	DATE

LATEST REVISION: 11-16-2012
 Prepared For:
 TYCON COMPANIES
 321 University Ave. S.E.
 MPLS, MN 55414
 FILE NO.: 09-049 Grading

CITY OF SHOREVIEW
 RAMSEY COUNTY, MINNESOTA
 2013 CONSTRUCTION

PRELIMINARY GRADING PLAN
 OF
 LAKEVIEW TERRACE

SHEET 3 OF C8 SHEETS



PROCESS TO FINAL STABILIZATION:
THE CONTRACTOR SHALL SEED AND/OR SOD MULCH WITH APPROVED PRODUCTS AS SOON AS POSSIBLE IN ORDER TO ESTABLISH VEGETATION.
THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL UNTIL THE VEGETATION IS FULLY ESTABLISHED AND ALL EVIDENCE OF EROSION IS ADDRESSED.

IMPLEMENTATION AND INSPECTIONS
THE IMPLEMENTATION OF THIS PLAN SHALL BE OVERSEEN BY THE OWNER AND THE CONTRACTOR.
THE CONTRACTOR SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE NPDES PERMIT AND SHALL BE RESPONSIBLE FOR FILLING OUT INSPECTION REPORTS
A MINIMUM OF ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL GREATER THAN 0.5 INCHES IN 24 HOURS.
ALL REPORTS SHALL BE KEPT ON FILE AND RETAINED WITH THE SWPPP.

THEY SHALL INCLUDE:
A. DATE AND TIME
B. NAME OF PERSON CONDUCTING INSPECTION
C. FINDING OF INSPECTION, INCLUDING RECOMMENDATION FOR CORRECTIVE ACTIONS.
D. DATE AND TIME OF RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS
E. DOCUMENTATION OF CHANGES MADE TO THE SWPPP

THE CONTRACTOR'S WORK SHALL INCLUDE MAKING ADJUSTMENTS IN THE FIELD IN ORDER TO MINIMIZE EROSION AND MAXIMIZE THE CONTROL OF SEDIMENT.
WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY EROSION STRUCTURES.
RESEED ANY AREAS DISTURBED BY THE REMOVAL OF THE TEMPORARY EROSION STRUCTURES.

- GRADING NOTES:
- 1.) ALL EROSION CONTROL MEASURES SHALL MEET AND/OR EXCEED THE CITY OF SHOREVIEW, STORM WATER MANAGEMENT REQUIREMENTS.
 - 2.) SILT FENCE, CONSTRUCTION ENTRANCE, FILTRATION AREAS, ARE TO BE CONSTRUCTED FIRST.
 - 3.) ALL GRADING SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION.
 - 4.) SPREAD 4" TOPSOIL SEED AND MULCH OVER DISTURBED AREAS EXCEPT PARKING AND BUILDING PAD.
 - 5.) A TEMPORARY STAGING STOCKPILE, AND BORROW SHALL BE MAINTAINED AND CONTROLLED.
 - 6.) ALL BUILDING PAD AREAS SHALL BE INSPECTED AND APPROVED BEFORE FILL PLACEMENT.

G³ Engineering, Surveying & Planning
JOHNSON & SCOFIELD INC.
G-Cubed
507 Vermillion Street Hastings, Mn 55033
ph. 651.438.0000 fax 651.438.9005

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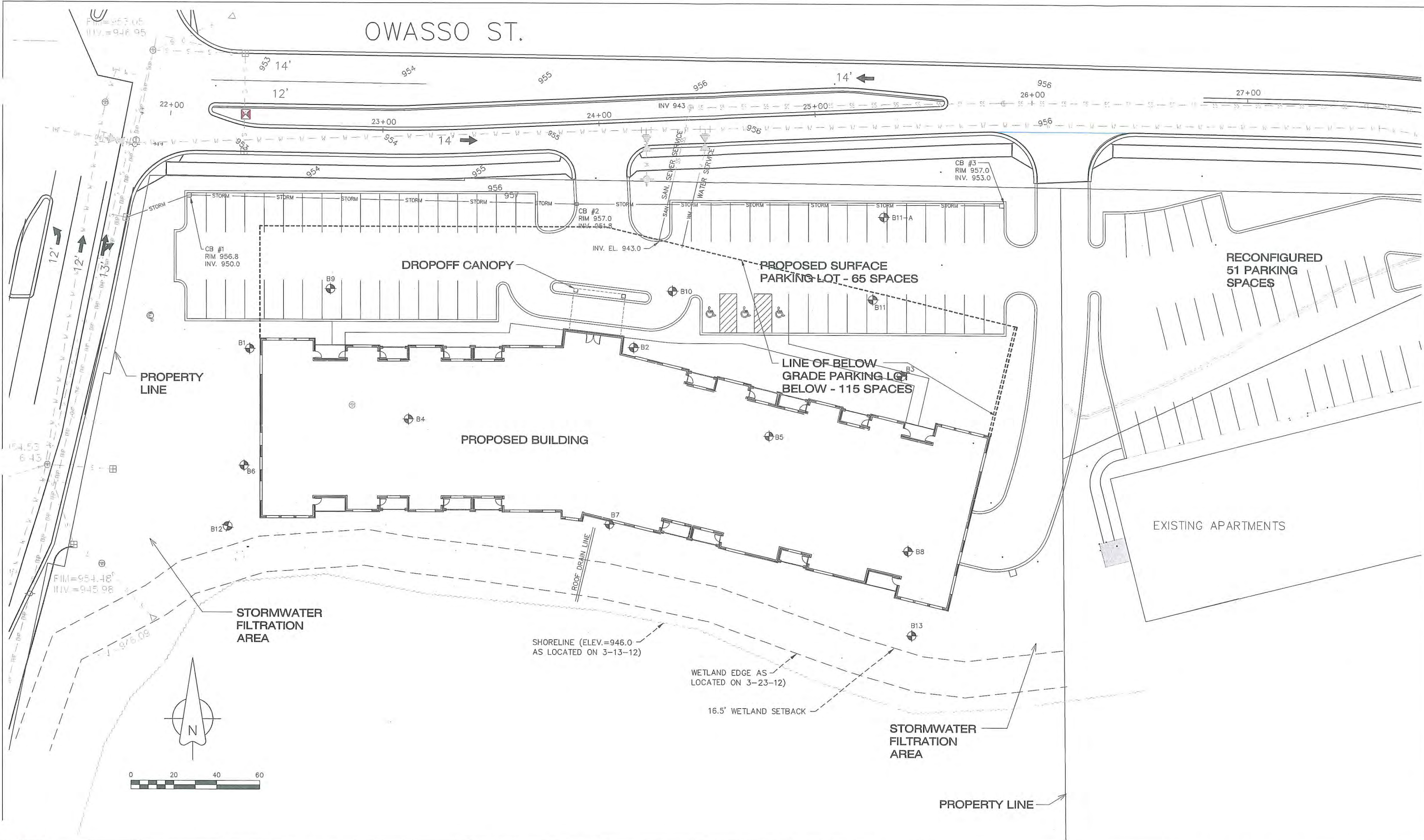
Geoffrey G. Griffin
DATE _____ REG. NO. 21940

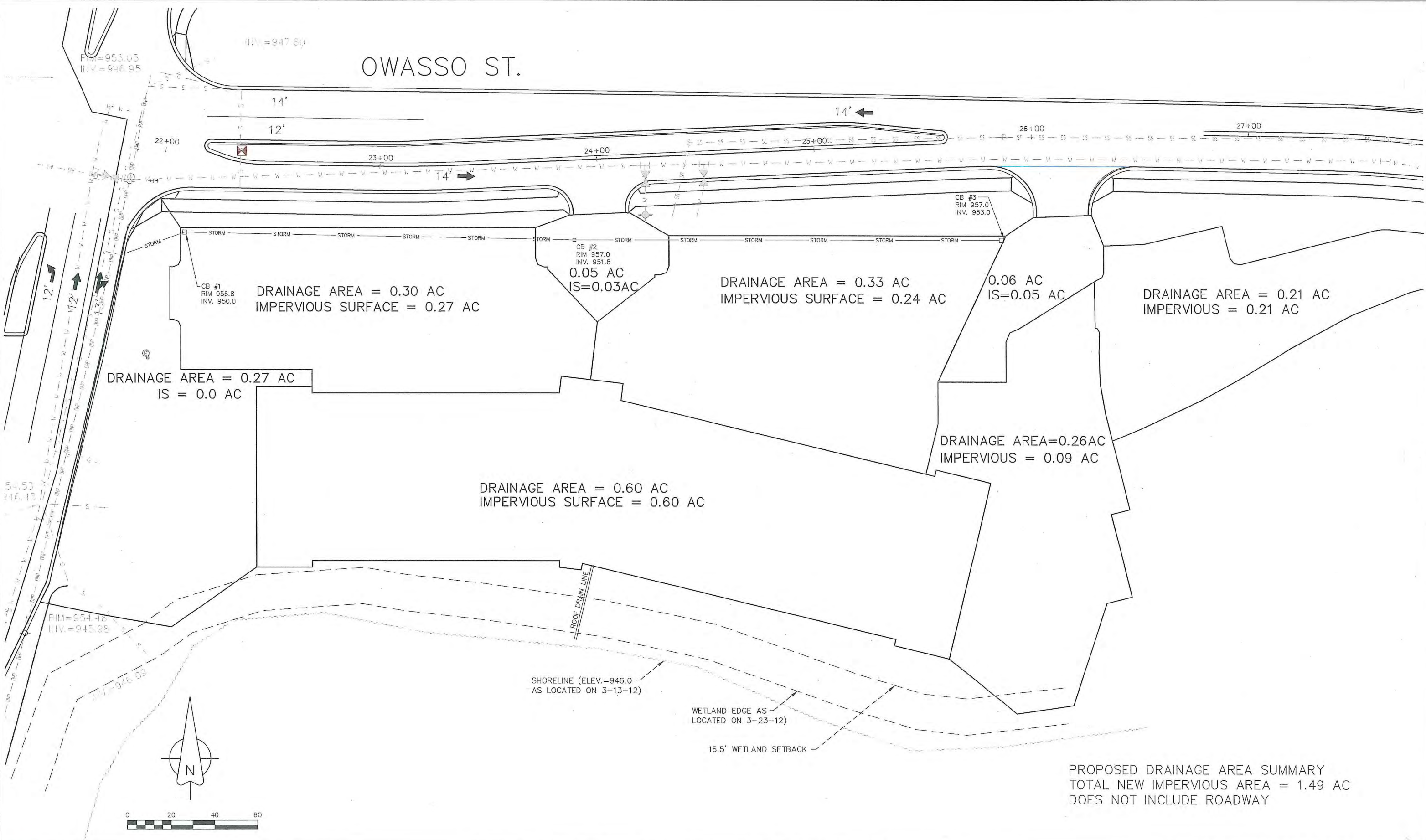
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CITY OF SHOREVIEW
RAMSEY COUNTY, MINNESOTA
2013 CONSTRUCTION

PRELIMINARY EROSION CONTROL
PLAN OF
LAKEVIEW TERRACE

SHEET C4 OF C8 SHEETS





PROPOSED DRAINAGE AREA SUMMARY
TOTAL NEW IMPERVIOUS AREA = 1.49 AC
DOES NOT INCLUDE ROADWAY

G³

JOHNSON & SCOFIELD INC.

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Engineering, Surveying
& Planning

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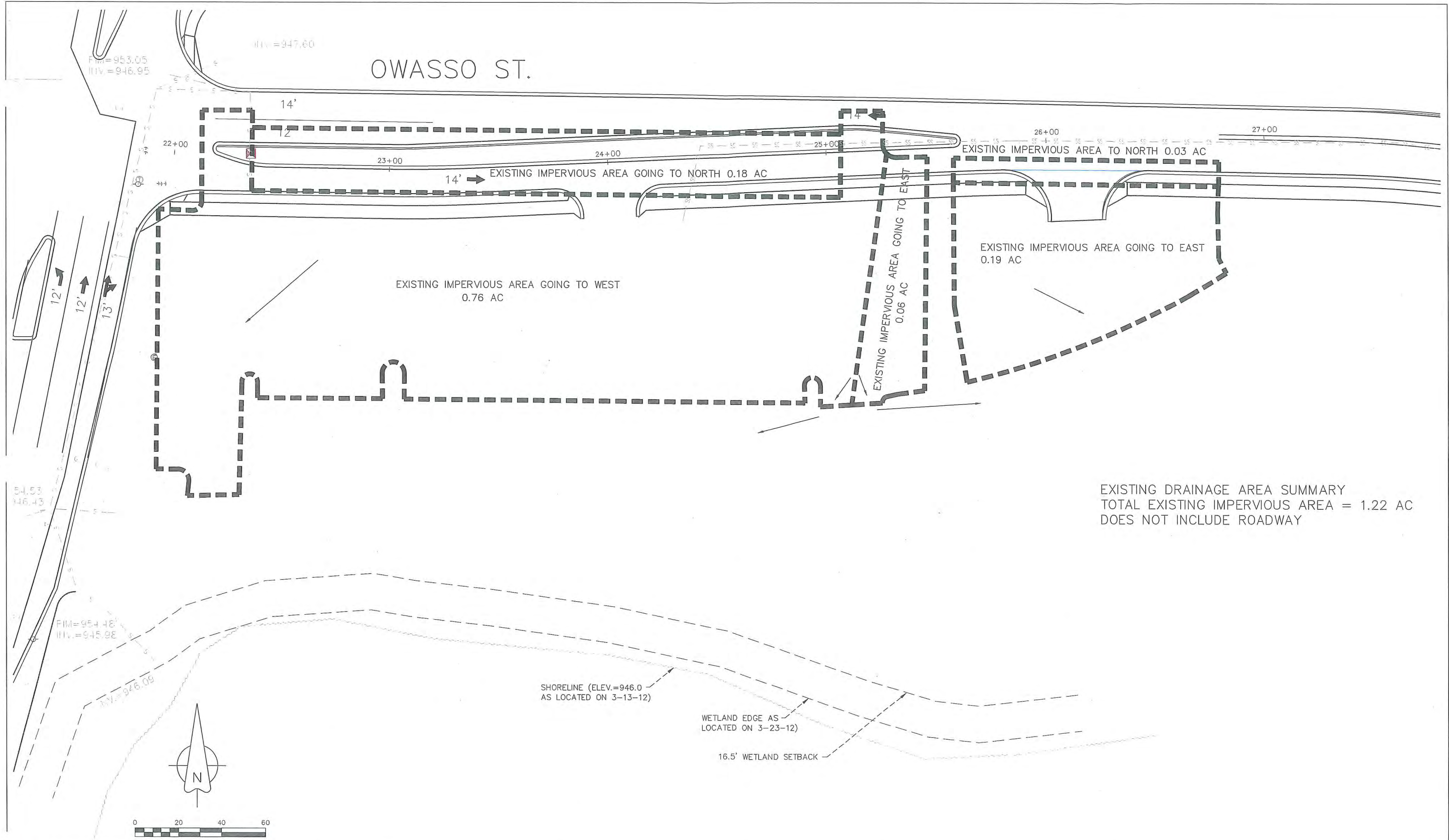
Geoffrey D. Griffin
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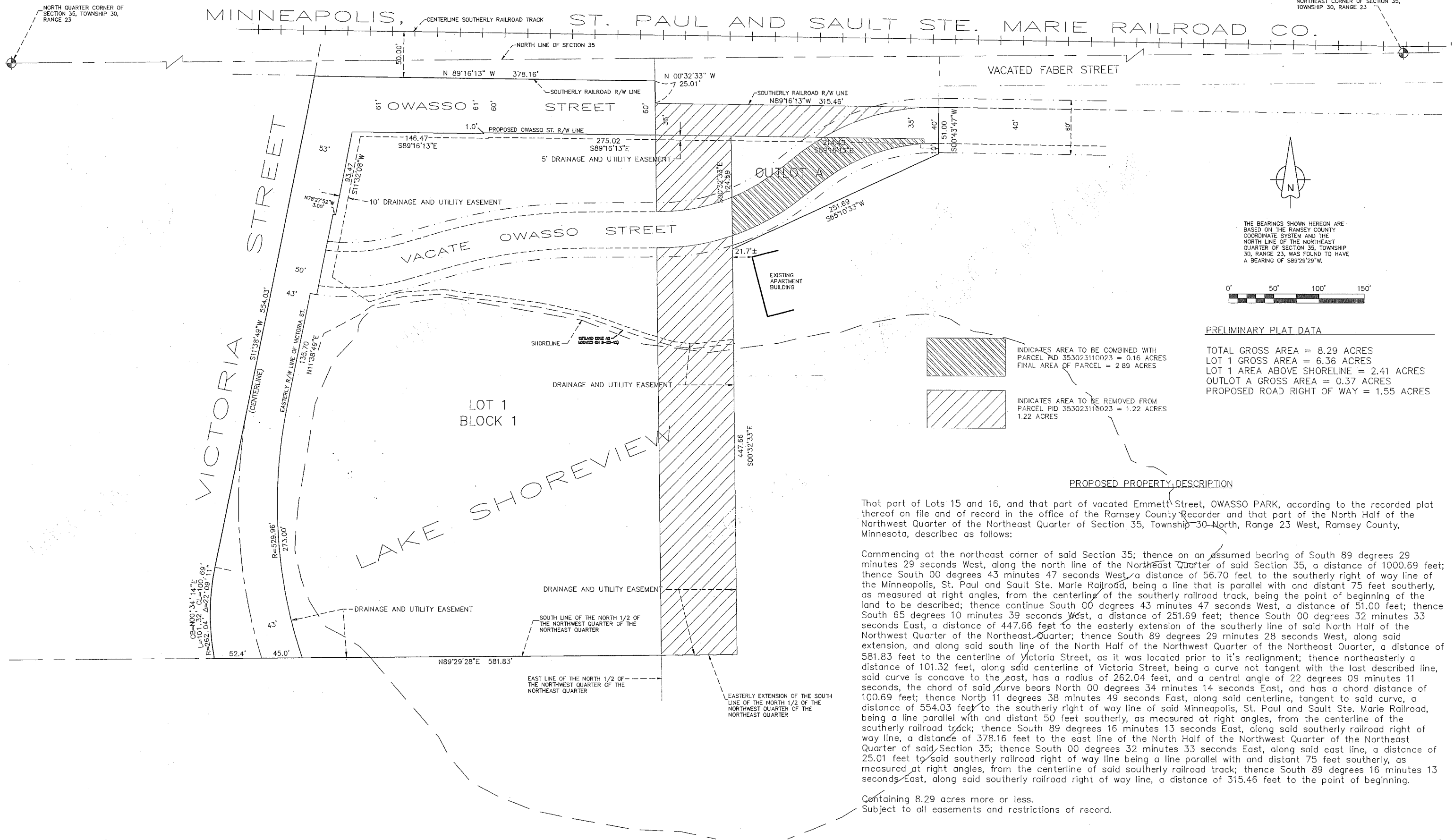
CITY OF SHOREVIEW
RAMSEY COUNTY, MINNESOTA
2013 CONSTRUCTION

PROPOSED DRAINAGE AREAS
OF
LAKEVIEW TERRACE

SHEET C6 OF C8 SHEETS



EXISTING DRAINAGE AREA SUMMARY
 TOTAL EXISTING IMPERVIOUS AREA = 1.22 AC
 DOES NOT INCLUDE ROADWAY



PRELIMINARY PLAT DATA

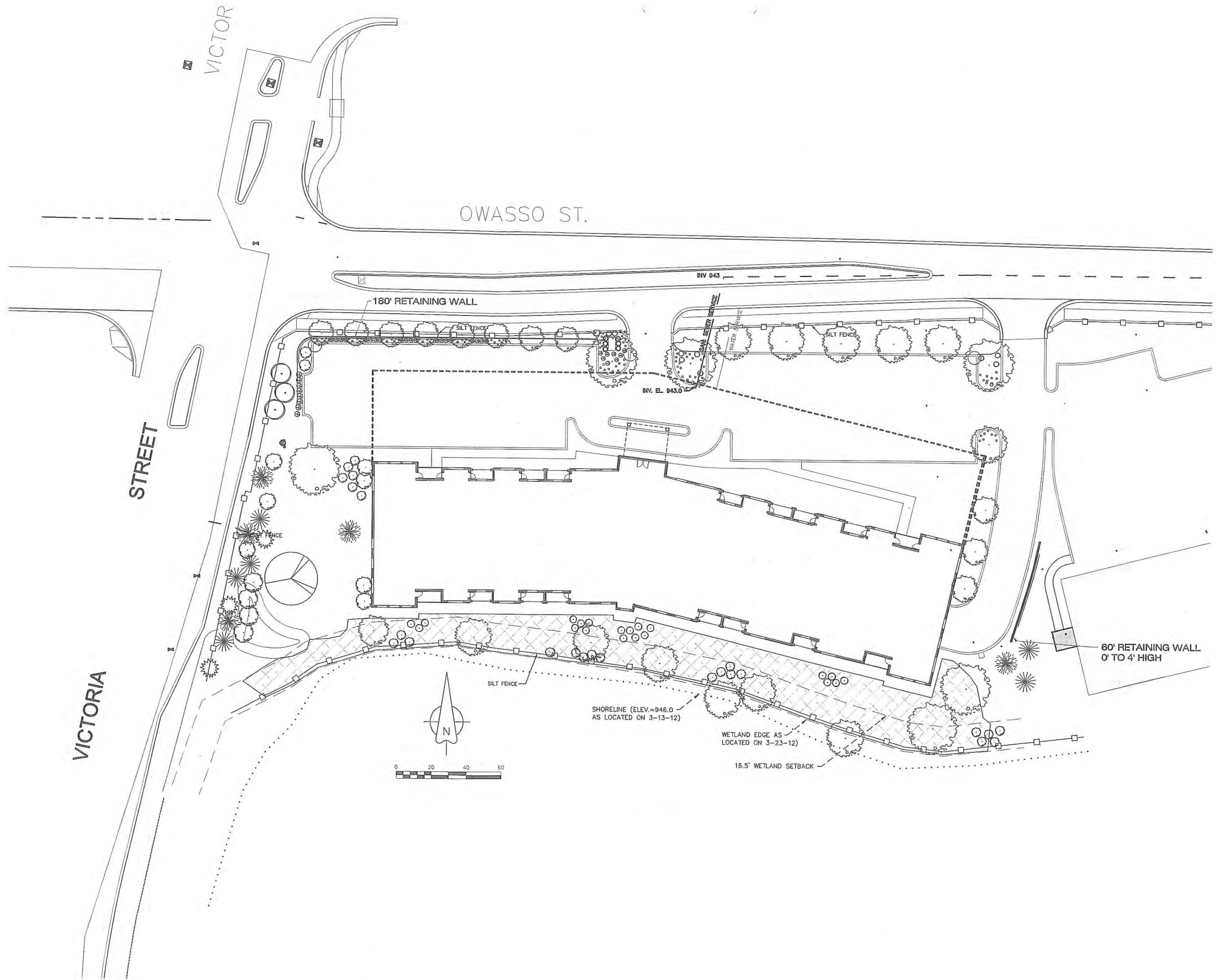
TOTAL GROSS AREA = 8.29 ACRES
LOT 1 GROSS AREA = 6.36 ACRES
LOT 1 AREA ABOVE SHORELINE = 2.41 ACRES
OUTLOT A GROSS AREA = 0.37 ACRES
PROPOSED ROAD RIGHT OF WAY = 1.55 ACRES

PROPOSED PROPERTY DESCRIPTION

That part of Lots 15 and 16, and that part of vacated Emmett Street, OWASSO PARK, according to the recorded plat thereof on file and of record in the office of the Ramsey County Recorder and that part of the North Half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 30-North, Range 23 West, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Section 35; thence on an assumed bearing of South 89 degrees 29 minutes 29 seconds West, along the north line of the Northeast Quarter of said Section 35, a distance of 1000.69 feet; thence South 00 degrees 43 minutes 47 seconds West, a distance of 56.70 feet to the southerly right of way line of the Minneapolis, St. Paul and Sault Ste. Marie Railroad, being a line that is parallel with and distant 75 feet southerly, as measured at right angles, from the centerline of the southerly railroad track, being the point of beginning of the land to be described; thence continue South 00 degrees 43 minutes 47 seconds West, a distance of 51.00 feet; thence South 65 degrees 10 minutes 39 seconds West, a distance of 251.69 feet; thence South 00 degrees 32 minutes 33 seconds East, a distance of 447.66 feet to the easterly extension of the southerly line of said North Half of the Northwest Quarter of the Northeast Quarter; thence South 89 degrees 29 minutes 28 seconds West, along said extension, and along said south line of the North Half of the Northwest Quarter of the Northeast Quarter, a distance of 581.83 feet to the centerline of Victoria Street, as it was located prior to it's realignment; thence northeasterly a distance of 101.32 feet, along said centerline of Victoria Street, being a curve not tangent with the last described line, said curve is concave to the east, has a radius of 262.04 feet, and a central angle of 22 degrees 09 minutes 11 seconds, the chord of said curve bears North 00 degrees 34 minutes 14 seconds East, and has a chord distance of 100.69 feet; thence North 11 degrees 38 minutes 49 seconds East, along said centerline, tangent to said curve, a distance of 554.03 feet to the southerly right of way line of said Minneapolis, St. Paul and Sault Ste. Marie Railroad, being a line parallel with and distant 50 feet southerly, as measured at right angles, from the centerline of the southerly railroad track; thence South 89 degrees 16 minutes 13 seconds East, along said southerly railroad right of way line, a distance of 378.16 feet to the east line of the North Half of the Northwest Quarter of the Northeast Quarter of said Section 35; thence South 00 degrees 32 minutes 33 seconds East, along said east line, a distance of 25.01 feet to said southerly railroad right of way line being a line parallel with and distant 75 feet southerly, as measured at right angles, from the centerline of said southerly railroad track; thence South 89 degrees 16 minutes 13 seconds East, along said southerly railroad right of way line, a distance of 315.46 feet to the point of beginning.

Containing 8.29 acres more or less.
Subject to all easements and restrictions of record.



1 SITE PLAN
L100 1" = 30'-0"

LAKEVIEW TERRACE

3588 OWASSO STREET
SHOREVIEW, MN



Minneapolis, MN 55401

612.455.3100 (T)
612.455.3199 (F)

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DATE	10/19/2012
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SITE PLAN

L100

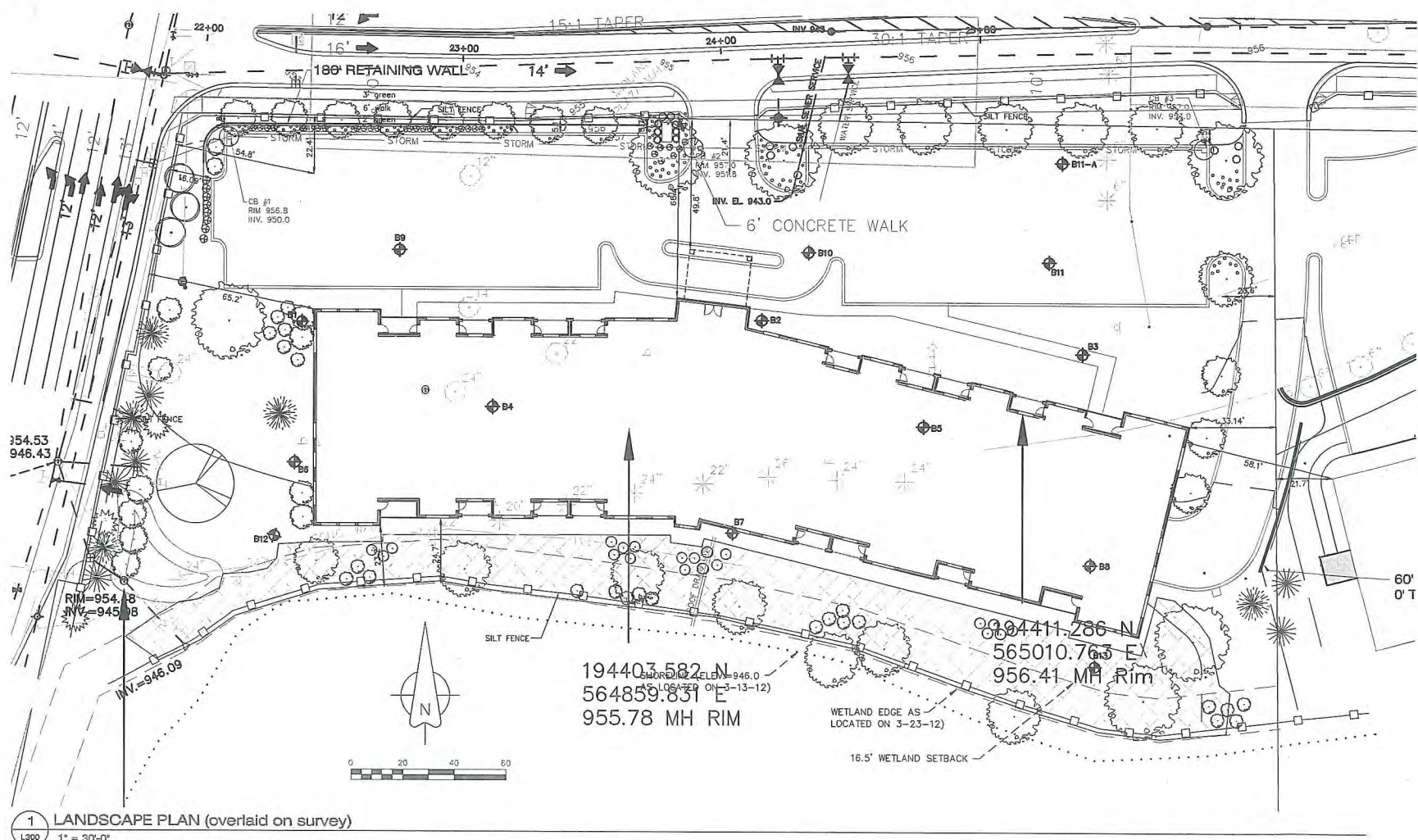
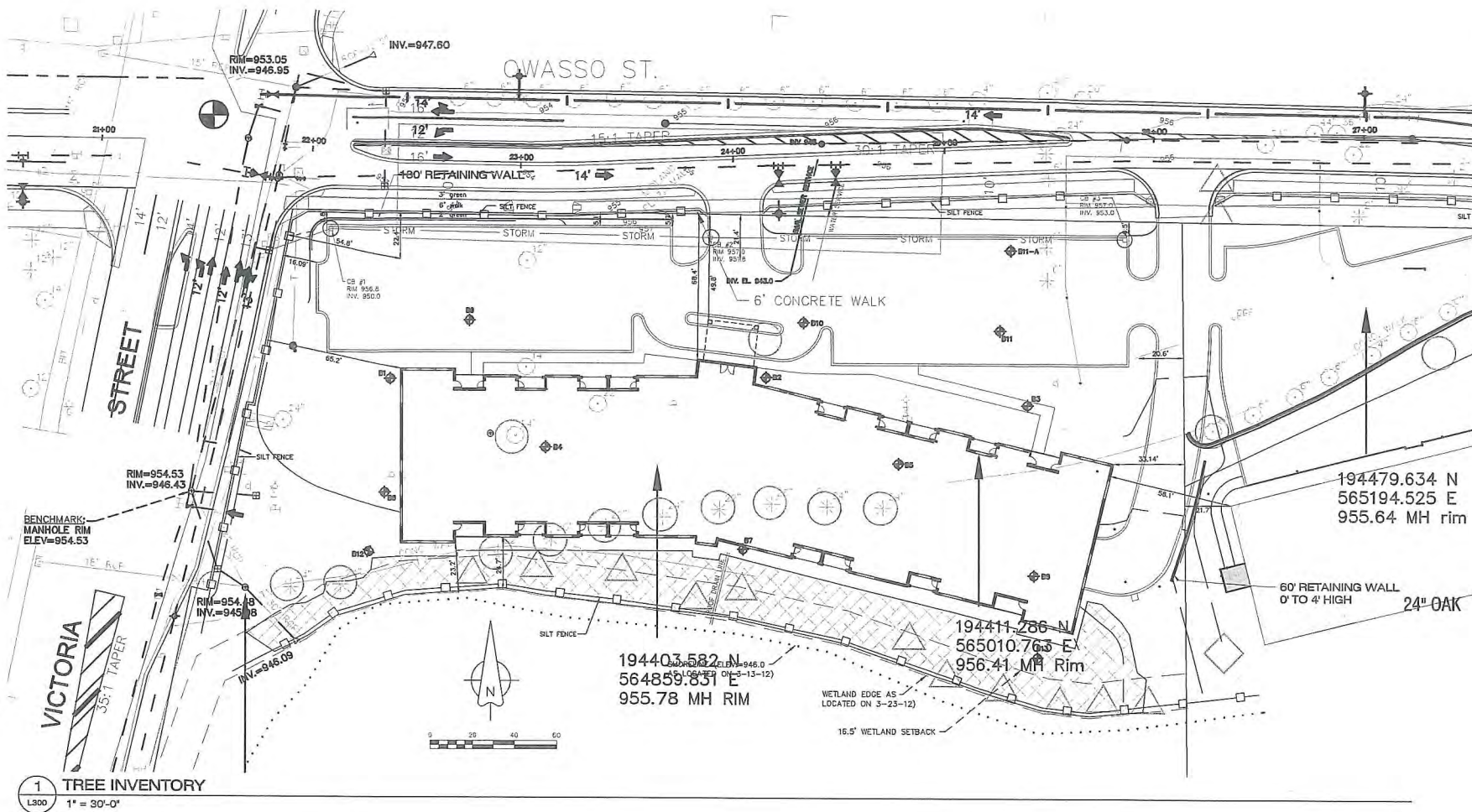
TREE INVENTORY

- TREES TO BE REMOVED BY CITY IN OWASSO R.O.W.
PINES, ASH
- HILLSIDE TREES IDENTIFIED W/JESSICA SCHAUM
ON SITE VISIT 4/18/2012
BOX ELDER, WILLOW, MAPLE
(ONE FOR ONE REPLACEMENT PER CITY CODE)
(UP TO 15 TREES MAX. PER ACRE)
- LANDMARK TREES TO BE REMOVED ON-SITE BY DEVELOPER
OAK
(SIX FOR ONE REPLACEMENT PER CITY CODE)
(UP TO 15 TREES MAX. PER ACRE)

TREE PRESERVATION NOTE:

DUE TO THE NATURE OF THE INFILL DEVELOPMENT,
HEALTH/AGE OF TREES, SCOPE OF ROAD REMOVAL,
ROAD DEVELOPMENT, BUILDING AND PARKING
REQUIREMENTS, PRIVATE AND PUBLIC UTILITIES
ONLY VEGETATION AT POND EDGE
ALONG VICTORIA WILL BE SAVED

AFTER UTILITY CONSTRUCTION LIMITS HAVE BEEN IDENTIFIED
A CONSTRUCTION FENCE WILL IDENTIFY THIS AREA



TREE REPLACEMENT PLAN

BY CITY	
13 TOTAL 1 FOR 1 REPLACEMENT	13 TOTAL
1 TOTAL X 6 REPLACEMENT	=6 TOTAL
	19 TOTAL
19 TREES REQUIRED TO BE PLANTED ON SITE	

PER LANDSCAPE PLAN L-300 THERE ARE
21 DECIDUOUS SHADE TREES
11 CONIFEROUS EVERGREEN TREES
17 DECIDUOUS ORNAMENTAL TREES

LAKEVIEW TERRACE

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SHOREVIEW, MN



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DATE	10/19/2012
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TREE MANAGEMENT PLAN

L301

LAKEVIEW
TERRACE

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SHOREVIEW, MN



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SUBLEVEL 1 -
OVERALL
PLAN

A001.0

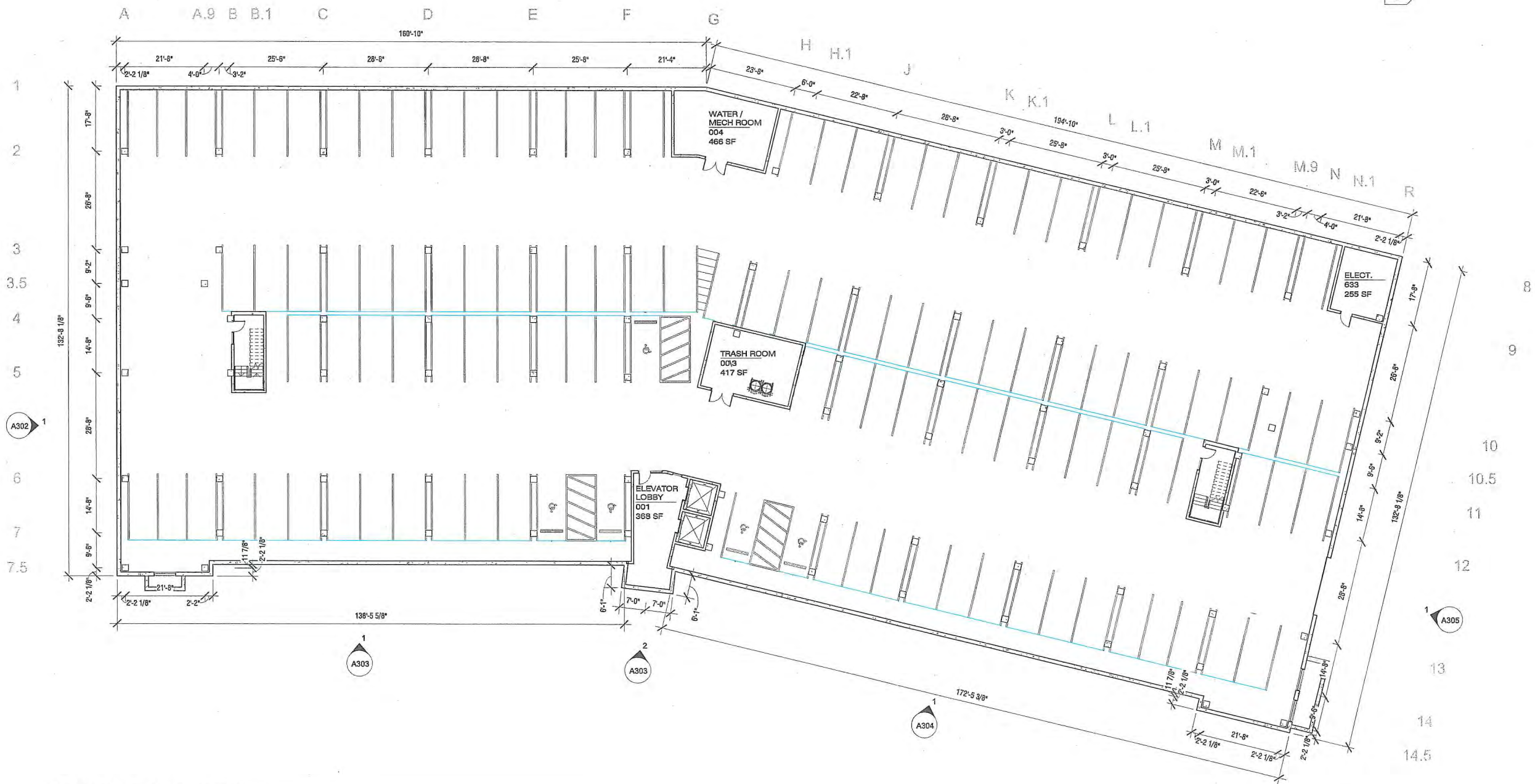
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GENERAL NOTES:

1. DIMENSIONS AT EXTERIOR WALLS ARE TO OUTSIDE FACE OF SHEATHING
2. DIMENSIONS AT INTERIOR WALLS ARE TO CENTERLINE OF WALL
3. DIMENSIONS AT UNIT DEMISING ARE TO CENTERLINE OF WALLS
4. EXTEND ALL SHAFTS TO UNDERSIDE OF ROOF SHEATHING OR TOP OF ROOF PENETRATIONS WHERE APPLICABLE
5. ALL RESIDENTIAL DEMISING WALLS ARE TYPE V3, V3A, AND V6 1HR FIRE RATING, WITH ACOUSTIC RATING
6. ALL RESIDENTIAL CORRIDOR WALLS ARE TYPE W6, 1 HR FIRE RATING, WITH ACOUSTIC RATING - UNLESS OTHERWISE NOTED
7. ALL UNITS ARE TYPE B ACCESSIBLE UNLESS OTHERWISE NOTED
8. MAINTAIN 8'-2" MIN. AND 8'-6" MIN. CLEAR HEIGHT AT PARKING AREAS INDICATED ON PLANS, ALL OTHER PARKING AREAS SHALL PROVIDE 7'-2" MIN. CLEAR HEIGHT
9. DIMENSIONS @ CMU ARE TO FACE OF CMU

KEYNOTES:

- 1
- 2



1 SUBLEVEL 1 PLAN - OVERALL
A001.0 1/15" = 1'-0"

KEYNOTES:

- 1
2

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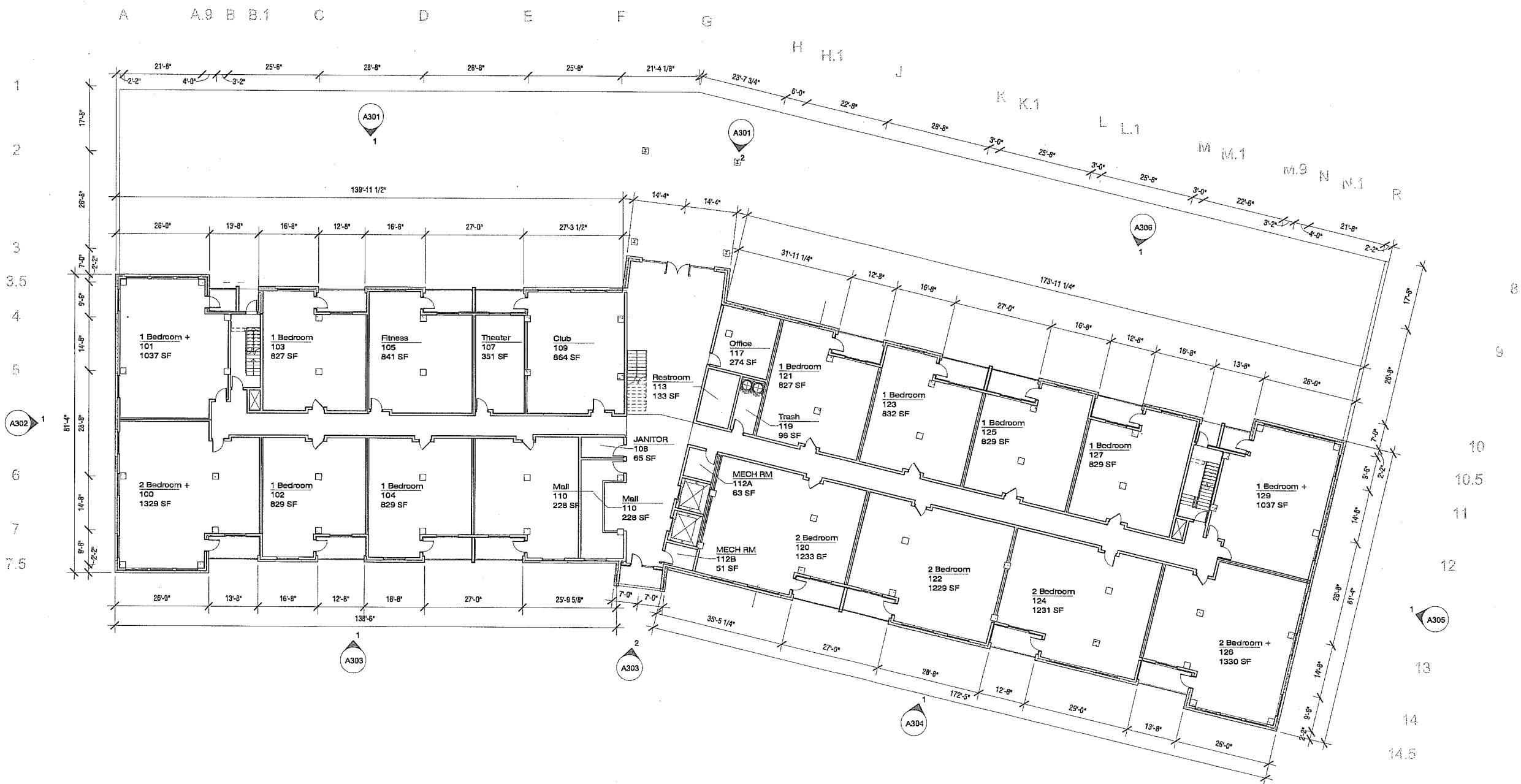
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PROJECT # 12-0011
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LEVEL 1 PLAN
- OVERALL

A101.0



1 LEVEL 1 PLAN - OVERALL
A101.0 1/16" = 1'-0"

KEYNOTES:

- 1
- 2

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LAKEVIEW TERRACE

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Minneapolis, MN 55401

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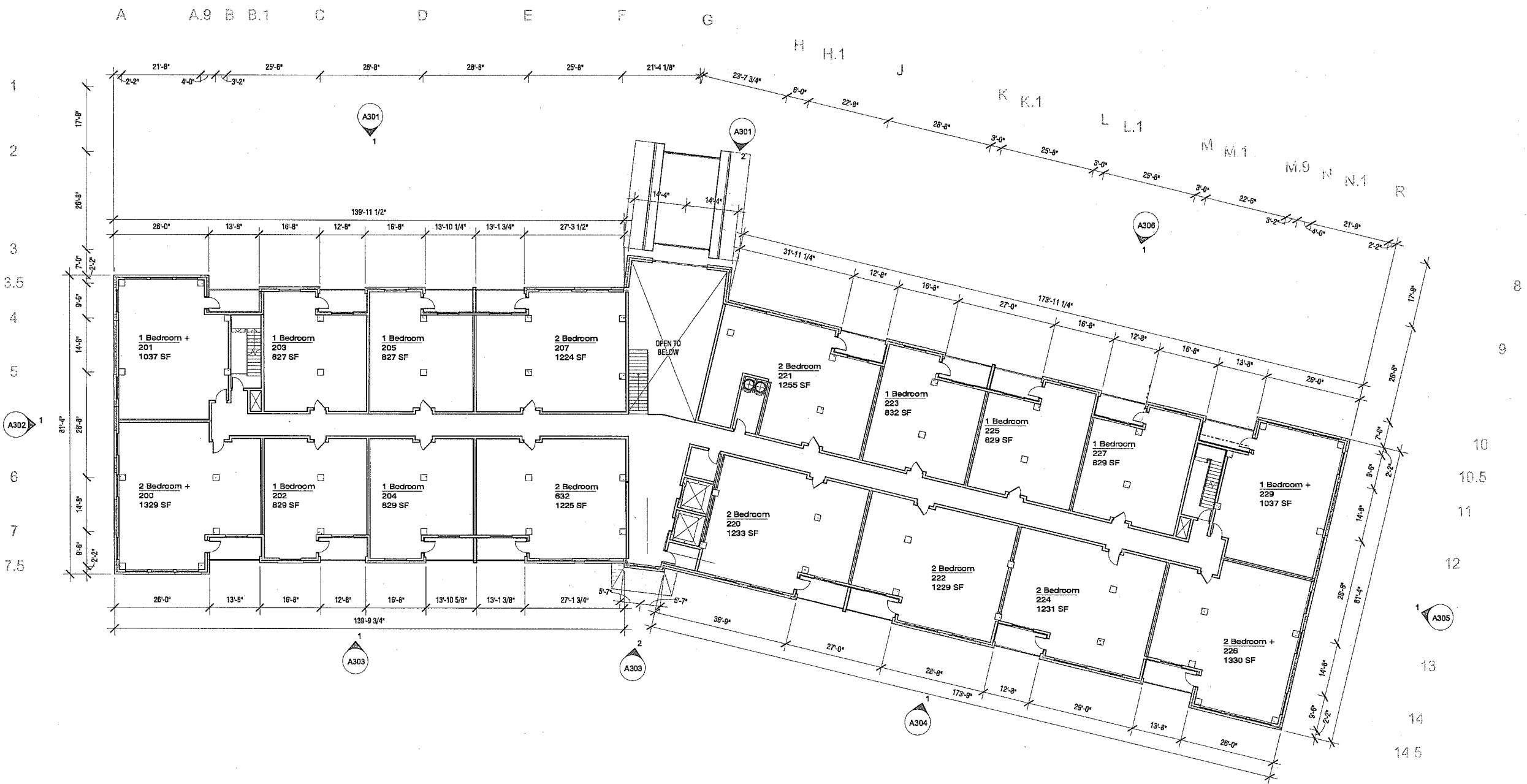
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LEVEL 2 PLAN
- OVERALL

A102.0

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KEYNOTES:

- 1
2

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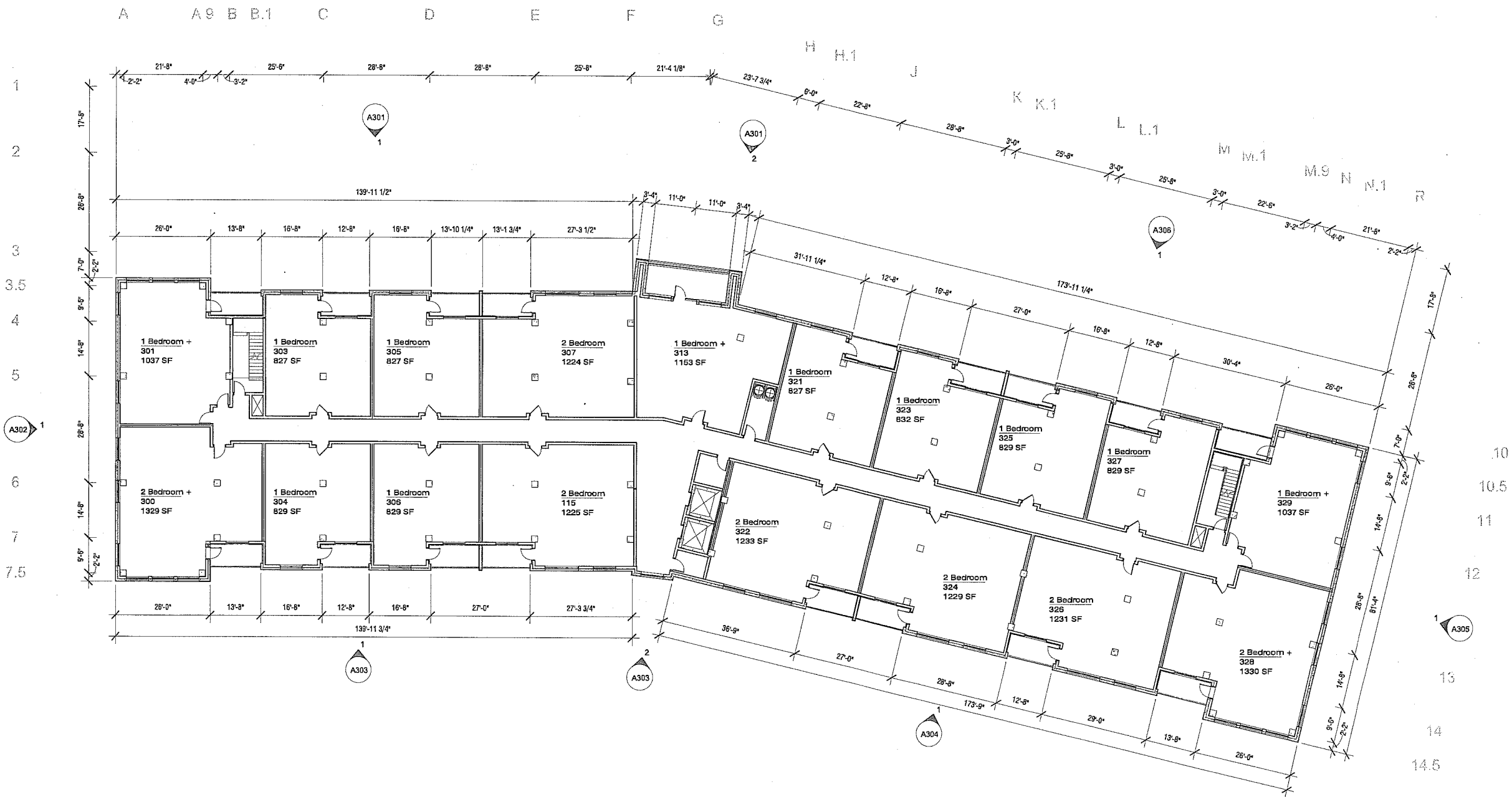
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PROJECT #	12-0011
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LEVEL 3-5
PLAN -
OVERALL

A103.0



KEYNOTES:

- 1
2

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LAKEVIEW TERRACE

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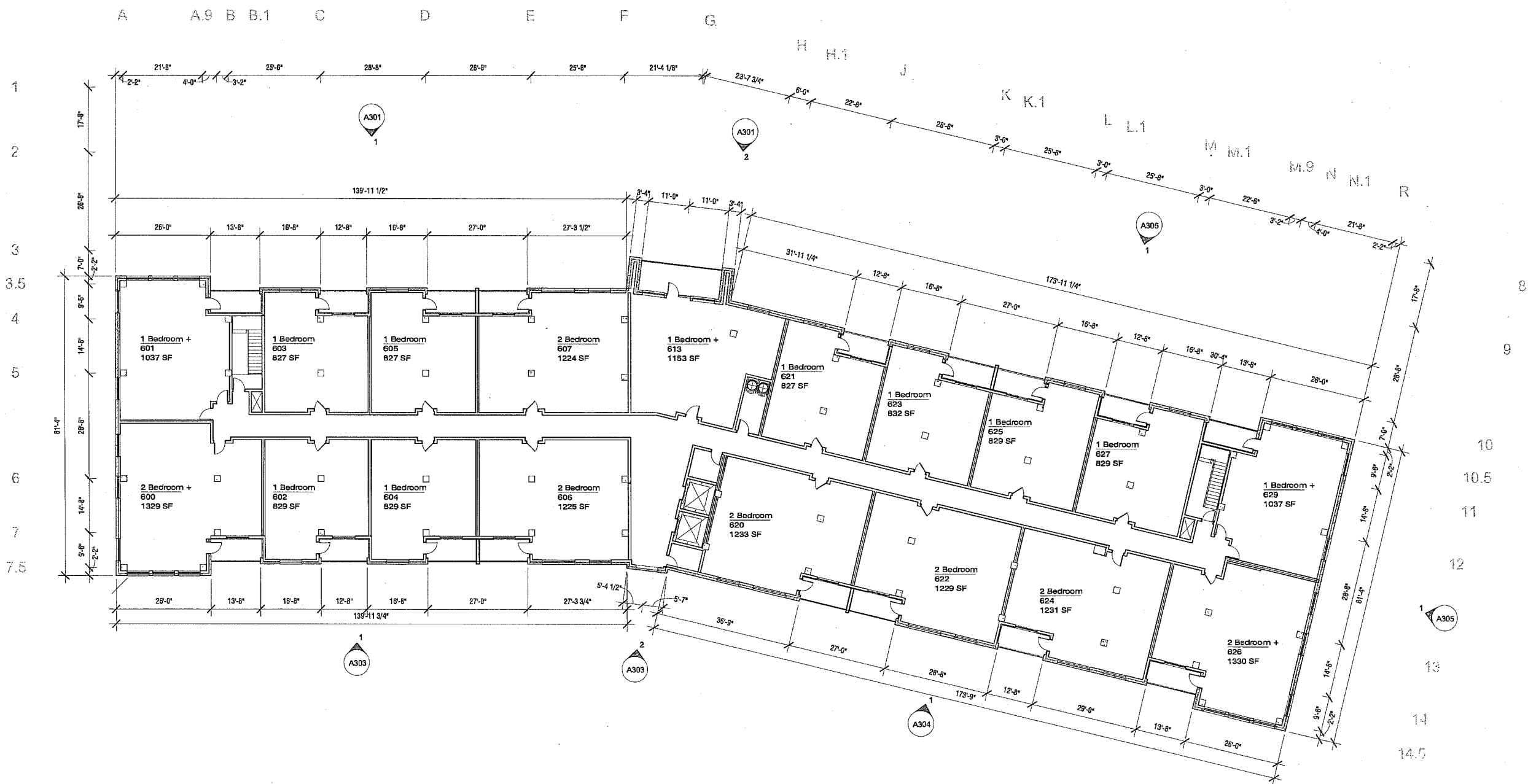
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LEVEL 6 PLAN
- OVERALL

A106.0





KEYNOTES:

- 1 FACE-BRICK (LIGHT RUSTY BROWN)
- 2 SCULPTED MASONRY VENEER (BROWNSTONE COLOR)
- 3 SCULPTED MASONRY ACCENT COURSE
- 4 ALUMINUM RAILING (DARK BRONZE)
- 5 FIBERGLASS WINDOWS (DARK BROWN)
- 6 SCREENING @ ALL LANAI LOCATIONS
- 7 STEEL COLUMN OR TRUSS (DARK BRONZE)
- 8 STANDING SEAM METAL ROOF (FOREST GREEN)
- 9 PREFINISHED METAL FLASHING (FOREST GREEN)
- 10 BUILDING SIGNAGE
- 11 BRICK SOLDIER COURSE
- 12 MAGIC PAK LOUVER

GENERAL NOTES:

1. REFER TO SPEC EXTERIOR FINISH SCHEDULE FOR MATERIAL DETAILS

LAKEVIEW TERRACE

3588 OWASSO
STREET
SHOREVIEW, MN



901 North 3rd Street, Suite 145
Minneapolis, MN 55401
612.455.3100 (T)
612.455.3199 (F)

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
#	Date	Description

DATE 11/19/2012
PROJECT # 12-0011
PHASE PUD

DRAWN BY DPEH / SCB
CHECKED BY BN

BUILDING ELEVATIONS

A301

LAKEVIEW
TERRACE

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SHOREVIEW, MN



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PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS

#	Date	Description
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DATE	11/19/2012
PROJECT #	12-4011
PHASE	PUD

DRAWN BY	BD
CHECKED BY	BN

BUILDING
ELEVATIONS

A302



KEYNOTES:

- FACE-BRICK (LIGHT RUSTY BROWN)
- SCULPTED MASONRY VENEER (BROWNSTONE COLOR)
- SCULPTED MASONRY ACCENT COURSE
- ALUMINUM RAILING (DARK BRONZE)
- FIBERGLASS WINDOWS (DARK BROWN)
- SCREENING @ ALL LANAI LOCATIONS
- STEEL COLUMN OR TRUSS (DARK BRONZE)
- STANDING SEAM METAL ROOF (FOREST GREEN)
- PREFINISHED METAL FLASHING (FOREST GREEN)
- BUILDING SIGNAGE
- BRICK SOLDIER COURSE
- MAGIC PAK LOUVER

GENERAL NOTES:

- REFER TO SPEC EXTERIOR FINISH SCHEDULE FOR MATERIAL DETAILS

LAKEVIEW
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CONSTRUCTION

REVISIONS		
#	Date	Description

DATE 11/19/2012
PROJECT # 12-0011
PHASE PUD

DRAWN BY BD
CHECKED BY BN

BUILDING
ELEVATIONS

A303





1 Building Elevation - SOUTHEAST ELEVATION
A304 1/8" = 1'-0"

KEYNOTES:

- 1 FACE-BRICK (LIGHT RUSTY BROWN)
- 2 SCULPTED MASONRY VENEER (BROWNSTONE COLOR)
- 3 SCULPTED MASONRY ACCENT COURSE
- 4 ALUMINUM RAILING (DARK BRONZE)
- 5 FIBERGLASS WINDOWS (DARK BROWN)
- 6 SCREENING @ ALL LANAI LOCATIONS
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- 10 BUILDING SIGNAGE
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- 12 MAGIC PAK LOUVER

GENERAL NOTES:

1. REFER TO SPEC EXTERIOR FINISH SCHEDULE FOR MATERIAL DETAILS

LAKEVIEW TERRACE

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PRELIMINARY

NOT FOR
CONSTRUCTION

REVISIONS

#	Date	Description
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DATE	11/19/2012
PROJECT #	12-0011
PHASE	PUD

DRAWN BY	SD
CHECKED BY	BH

BUILDING ELEVATIONS

A304



1 Building Elevation - East
A305 1/8" = 1'-0"

KEYNOTES:

- 1 FACE-BRICK (LIGHT RUSTY BROWN)
- 2 SCULPTED MASONRY VENEER (BROWNSTONE COLOR)
- 3 SCULPTED MASONRY ACCENT COURSE
- 4 ALUMINUM RAILING (DARK BRONZE)
- 5 FIBERGLASS WINDOWS (DARK BROWN)
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- 10 BUILDING SIGNAGE
- 11 BRICK SOLDIER COURSE
- 12 MAGIC PAK LOUVER

GENERAL NOTES:

1. REFER TO SPEC EXTERIOR FINISH SCHEDULE FOR MATERIAL DETAILS

LAKEVIEW TERRACE

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PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS

#	Date	Description

DATE	11/19/2012
PROJECT #	12-0011
PHASE	PUD

DRAWN BY	Author
CHECKED BY	Checker

BUILDING ELEVATIONS

A305



1 Building Elevation - Northeast
A306 1/8" = 1'-0"

KEYNOTES:

- 1 FACE-BRICK (LIGHT RUSTY BROWN)
- 2 SCULPTED MASONRY VENEER (BROWNSTONE COLOR)
- 3 SCULPTED MASONRY ACCENT COURSE
- 4 ALUMINUM RAILING (DARK BRONZE)
- 5 FIBERGLASS WINDOWS (DARK BROWN)
- 6 SCREENING @ ALL LANAI LOCATIONS
- 7 STEEL COLUMN OR TRUSS (DARK BRONZE)
- 8 STANDING SEAM METAL ROOF (FOREST GREEN)
- 9 PREFINISHED METAL FLASHING (FOREST GREEN)
- 10 BUILDING SIGNAGE
- 11 BRICK SOLDIER COURSE
- 12 MAGIC PAK LOUVER

GENERAL NOTES:

1. REFER TO SPEC EXTERIOR FINISH SCHEDULE FOR MATERIAL DETAILS

LAKEVIEW TERRACE

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SHOREVIEW, MN



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Minneapolis, MN 55401
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PRELIMINARY

NOT FOR
CONSTRUCTION

REVISIONS

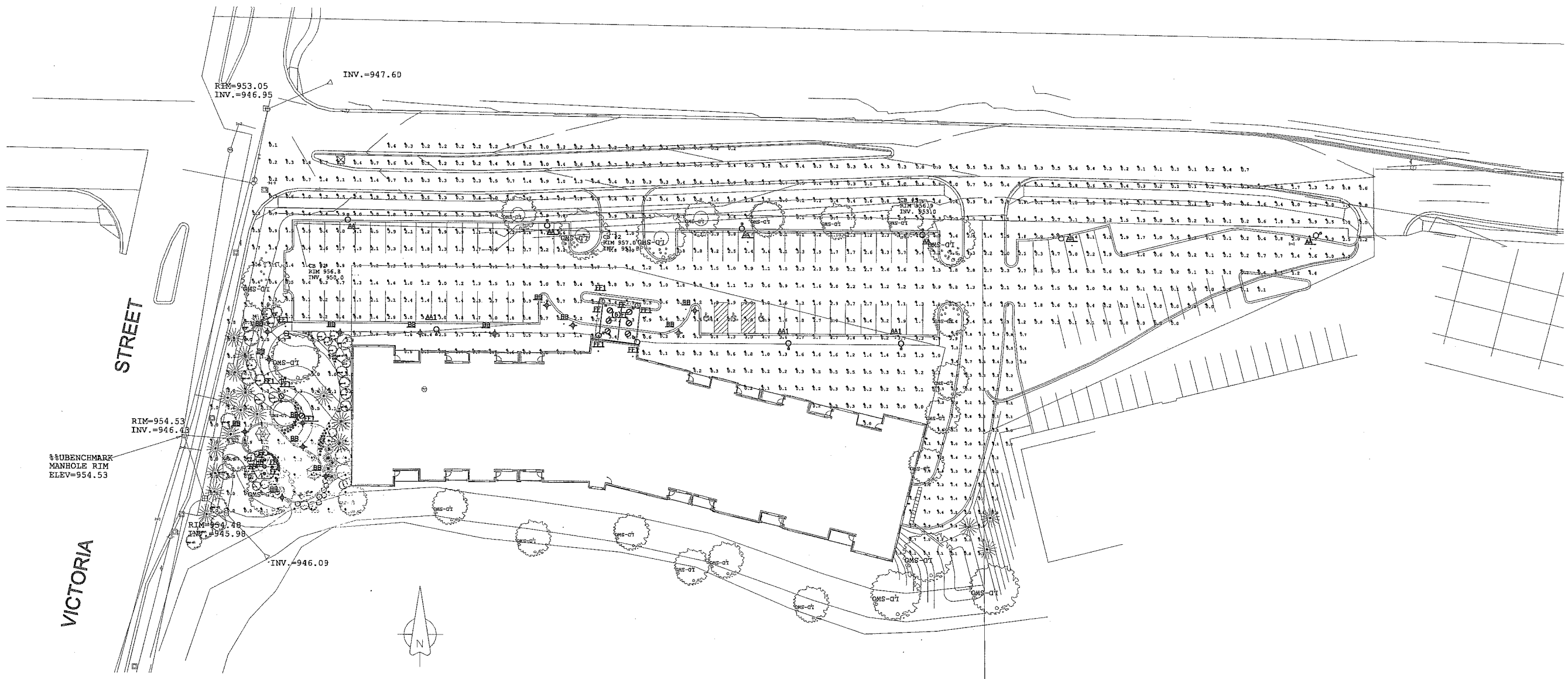
#	Date	Description
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DATE	11/19/2012
PROJECT #	12-0011
PHASE	PUD

DRAWN BY	Author
CHECKED BY	Checker

BUILDING ELEVATIONS

A306



1 FLOOR PLAN
NOT TO SCALE



LIGHT FIXTURE SCHEDULE

LTR TYPE	FIXTURE TYPE	SOURCE	MOUNTING	LAMPS	FEATURES	VOLTAGE & BALLAST	MANUFACTURER & CATALOG SERIES	NOTES
AA	20' PARKING LOT AREA LIGHT	MH	20' ST. SQ. ALUM POLE	(1) 250W MH, PULSE START, CLEAR	POLYESTER PAINT FINISH T80, RECTANGULAR SHOEBOX SHAPE, TYPE III DISTRIBUTION, SEGMENTED OPTICAL ASSEMB.	T80V	LITHONIA KSF SERIES EMCO INFINITY SERIES LSI LTG CITATION CTM SER. LUMARK TR SERIES	1, 4
AA1	20' PARKING LOT AREA LIGHT	MH	20' ST. SQ. ALUM POLE	(1) 250W MH, PULSE START, CLEAR	POLYESTER PAINT FINISH T80, RECTANGULAR SHOEBOX SHAPE, TYPE III DISTRIBUTION, SEGMENTED OPTICAL ASSEMB. HS (PROBE START)	T80V	LITHONIA KSF SERIES EMCO INFINITY SERIES LSI LTG CITATION CTM SER. LUMARK TR SERIES	1, 4
BB	3' BOLLARD	LED	GROUND	(20) LEDS 25W	4100K, 7" DIA. EXTRUDED ALUMINUM FIXTURE BODY AND CAST TOP, 41" TALL, PAINT FINISH	UNVV ELECTRONIC	ACCULITE PARKLUME PL7 WITH ANCHORAGE	1, 4
CC	EXTERIOR WALL MOUNTED AREA LIGHT	MH	SURFACE WALL MTD.	(1) 150W MH (COATED)	CAST OR FORMED METAL HOUSING, TRAPEZOIDAL SHAPE, PAINT COLOR FINISH T80, FLAT BOTTOM LENS, FULL CUTOFF LIGHT DISTRIBUTION	T80V MAGNETIC	GARDCO 101 SERIES	4
FF	TRELLIS DOWNLIGHT FLOOD	LED	SURFACE	(1) 8W WFL	4100K, FIXTURE BODY MACHINED FROM SOLID ALUMINUM, FINISH T80	UNVV	BK LTG. EL CAPITAN EC-LED OR ARTI-STAR SH-AR-LED SELECTION T80	2, 4, 5, 6
FF1	TREE UPLIGHT FLOOD	LED	GRADE MOUNTED	(1) 8W WFL	4100K, FIXTURE BODY MACHINED FROM SOLID ALUMINUM, FINISH T80	UNVV	BK LTG. NITE STAR NS-LED OR DENALI DE-LED SERIES SELECTION T80	2, 4, 5
HH	GAZEBO PENDANT	INCAN	PENDANT	(1) MEDIUM BASE TO BE RETROFITTED WITH.	PREMIER, 4- FIN.	UNVV	BOYD E20125	3, 4

NOTES:

1. PROVIDE CONCRETE BASE FOR POLES (24" DIAMETER- VERIFY) AND BOLLARDS (16" DIAMETER- VERIFY), NOT LESS THAN 42" DEEP AND EQUAL TO 1/5 THE HEIGHT OF THE POLE. CONDUIT SHALL BE A MINIMUM OF 24" BELOW GRADE. SEE POLEBASE OR BOLLARD BASE DETAIL ON DRAWINGS. SIZE POLE FOR 100 MPH WIND LOADING, UNLESS OTHERWISE NOTED. FOR PARKING RAMP APPLICATIONS, CONSIDER HEIGHT OF RAMP PLUS POLE HEIGHT WHEN SIZING POLE. PROVIDE 3' TALL CONCRETE BASE.
2. PROVIDE REMOTELY LOCATED DRIVER/POWER SUPPLY FOR FIXTURES. ACCESSIBLE LOCATION TO BE DETERMINED.
3. PROVIDE WATER-RESISTANT WET-LOCATION LISTED JUNCTION BOX MOUNTED FLUSH WITH GRADE OF PLANTER. ANCHOR BOX AND UPLIGHT WITH CONCRETE BASE.
4. PROVIDE UL WET LOCATION LISTING.
5. FINISH TO BE SELECTED: BRONZE, BLACK, GLOSS WHITE, ALUMINUM OR VERDE (GREEN), OR PREMIUM FINISHES -- SEE CATALOG FOR EXTENSIVE SELECTION. MOUNTING TO BE SELECTED: CANOPY, POWER CANOPY. REMOTE TRANSFORMER TO BE SELECTED: TR OR UPRM SERIES.
6. SELECT SURFACE MOUNTING: TOP MOUNTED (ARTI-STAR SERIES) OR MOUNTING TO VERTICAL SURFACE OF TRELLIS STRUCTURE (EL CAPITAN SERIES).

LAKEVIEW
TERRACE

3588 OWASSO ST.
SHOREVIEW, MN



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Minneapolis, MN 55401
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PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
#	Date	Description

DATE 04/09/2012
PROJECT # 12-0011
PHASE PHASE
DRAWN BY Author
CHECKED BY Checker

SITE
LIGHTING
PLAN WITH
PHOTOMETRICS

E-L-S

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Site and Building Permit Review application, including the Development Agreements, submitted by Shoreview Ventures for the development of 1041 Red Fox Road with a Trader Joe's specialty grocery market. The submitted development plans are consistent with the approved PUD master plan and the City's development standards.

1. This approval permits the development of this parcel with a 14,000 square foot specialty grocery market.
2. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director, prior to the issuance of a building permit for this project.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
4. The master development agreement for the plat and PUD for this development shall remain in effect and said terms which apply to Lot 1 shall be adhered to.
5. The items identified in the memo from the Assistant City Engineer/Public Works Director must be addressed prior to the issuance of a building permit.
6. The items identified in the memo from the Fire Marshal shall be addressed prior to the issuance of a building permit.
7. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the City's Comprehensive Plan.
2. The proposed land use and development plans are consistent with the approved PUD and the Development Code standards.
3. The use is in harmony with the general purposes and intent of the Development Code and Comprehensive Plan.

ROLL CALL: **AYES** _____ **NAYS** _____

Huffman

Quigley

Wickstrom

Withhart

Martin

Regular City Council Meeting
December 17, 2012

t:\2012pcf\2472-12-35Ventures – 1041 Red Fox Road/ccmotion

TO: Mayor, City Council, City Manager
FROM: Kathleen Nordine, City Planner
DATE: December 14, 2012
SUBJECT: File No. 2472-12-35, Site and Building Plan Review, Shoreview Ventures – 1041 Red Fox Road

Introduction

Shoreview Ventures submitted a Site and Building Plan Review application for a proposed 14,000 square foot Trader Joe's specialty grocery market at 1041 Red Fox Road. The proposed development is part of a previously approved master plan for a three-phased retail development consisting of an existing 10,000 square foot retail center, the proposed specialty market and future 3,800 square foot commercial building. Site and Building Plan review is required to ensure that the proposal is consistent with the City's Development Regulations and approved Planned Unit Development for this site.

Project Description

The development site is located on the north side of Red Fox Road, east of Lexington Avenue and south of Interstate 694 and is the second phase of the 6.6 acre planned unit development. The proposed development is on the previously platted Lot 1, which is the most westerly lot in the PUD. Lot 1 is 2.07 acres in size and has a width of 336' along Red Fox Road. The submitted development plans identify the development of this lot with a one-story 14,000 square foot specialty grocery market. Site improvements include access driveways off of Red Fox Road, an off-street parking area, landscaping and site lighting. The master plan was developed for the proposed Trader Joe's market on Lot 1.

Planned Unit Development

Several approvals were granted in 2011 by the City for the development of this site which included rezoning PUD, Plat and Comprehensive Sign Plan. While the property within this development is zoned PUD, the underlying zoning designation is C2, General Business.

Site improvements were completed this past summer/fall for the buildout of the PUD and included site preparation, installation of private infrastructure, site grading and storm water improvements. Phase 1 also included the construction of the multi-tenant retail center located on Lot 2, in the center of the approved PUD master plan. The retail center was also completed this past summer/fall and site improvements include the building, parking, lighting, landscaping and signage improvements. This retail center is open and fully leased.

The remaining phases of the development include: Phase 2 - the development of Lot 1 with a specialty grocery market and Phase 3 – the development of Lot 3 with a small commercial building. A master development agreement was executed for the PUD and required the execution of easement agreements addressing cross access, parking and driveway use and the maintenance common driveways, parking areas, stormwater infrastructure, private sewer and water lines, landscaping, etc. Another item addressed included a commitment by the

developer to participate in discussions with the City regarding improvements to Red Fox Road.

The future Phase 3 development will also require formal review through the Site and Building Plan review process.

Site and Building Plan Review

The intent of the Site and Building Plan review is to provide the City with the opportunity to review the proposed development in accordance with the development code standards and approved PUD via a public review process. The proposed use and site development is consistent with the City's past approvals. The following summarizes the proposal.

Code Deviations

This retail area is zoned PUD, Planned Unit Development. Development via the planned unit development process for this project was used because the land uses rely on shared infrastructure and the project is phased. Flexibility from the City's development standards were needed for parking setback (proof of parking) adjacent to Interstate 694 and structure setbacks.

Building Placement

The proposed structure on Lot 1 complies with the required structure setbacks from Red Fox Road right-of-way and the side property lines. A minimum structure setback of 50 feet is required from Interstate 694; 48.5 feet is shown. This deviation is slight and will not negatively impact the interstate or be visually discernible. This setback is greater than the deviation approved for Lot 3 which permits the canopy of the future structure to be setback 22 feet from the interstate right-of way.

Parking Lot Design

The parking areas are shared between the three parcels. The parking area will tie into the existing parking improvements installed for the multi-tenant retail center. Two new access driveways off Red Fox Road will be installed. A setback reduction to the 20-foot parking lot setback required along Interstate 694 was approved as part of the PUD for Lots 1, 2 and 3, specifically for proof of parking areas. The 16 parking stalls identified as proof of parking along the northern edge of the parking lot will be constructed with the site development. While the setback of this parking area adjacent to Interstate 694 varies, it will be 15' at the closest point. Staff believes the setback reduction along the interstate is reasonable and would not have any significant impacts. The visual impact of this additional parking will be minimized by topographical changes and existing vegetation. In addition, the green space between the property and the developed lanes of Interstate 694 ranges from 70 to 140 feet.

The proposed parking lot for Lot 1 contains 101 stalls, exceeding the minimum 62 stalls required for this use. The Developer has indicated that the number of stalls provided is needed to meet the parking demand for the proposed building. Landscape islands are provided within the parking lot and accounts for 14% of surface area. While this is less than

the 20% desired, it is consistent with the PUD and is acceptable because of sustainable design elements incorporated into the site development.

The loading dock area is located on the north side of the building, adjacent to Interstate 694. Again, this corner of the building encroaches slightly upon the required the structure setback from 694. The loading area is screened from view of the road through the use of landscaping and placement of the trash enclosure, which is constructed with decorative rock-face block.

Architectural Design

The retail center building is designed as a one-story building oriented towards Red Fox Road. Exterior wall finishes include natural stone veneer, rock face block, brick and exterior insulation finish system (EIFS). Other materials including prefinished metal panels and soffits and windows are also used in the design. The design is consistent with the retail center.

Grading and Drainage

The proposed grading plan is consistent with the previous PUD approvals. A small portion of the development site will drain towards the existing drainage swale adjacent to Interstate 694. The majority of stormwater will be captured by stormwater infrastructure located within the parking lot which will route run-off to the east into the existing drainage pond constructed for this development. This pond is then designed to overflow into the Interstate 694 drainage swale.

The property is located in the Rice Creek Watershed District. The permit issued for this development remains in effect.

The proposed impervious surface coverage for Lot 1 is 72%, less than the 80% permitted in commercial districts. This is consistent with the approved PUD.

Wall Signs

The City has approved a Comprehensive Sign Plan for the PUD, which included signage on the proposed specialty grocery market. The Comprehensive Sign Plan permits wall signage on three building elevations, the front (east) elevation, and the sides (north and south) elevations facing Interstate 694 and Red Fox Road.

Three 180 square foot wall signs are proposed with one each on the north, east and south building elevations. The submitted sign package is consistent with the previous approvals which also identified an area of 180 square feet for each wall sign.

Traffic - Red Fox Road

A traffic study completed in 2010 concluded that Red Fox Road, including the signalized Lexington Avenue/Red Fox Road intersection was generally adequate for the anticipated increase in vehicle trips, but did anticipate congestion at the intersection of Red Fox Road with the westerly Target driveway at the noon and afternoon peak hours.

To address concerns related to the traffic on this roadway, the City is initiating a road improvement project. City engineering staff is working on the plans for upgrades to Red Fox

Road, anticipated to be started next spring with a goal of completion by July, 2013 (in advance of the Trader Joe's opening). The road project will include replacement of sewer and water utilities, upgrades to the storm sewer system, and widening of the driving lanes to include a center turn lane. The intersection of Red Fox Road and Lexington Avenue will also see improvements for traffic flow with a raised median restricting turning movements into the first access of the Exxon gas station site. City staff has been working with all of the businesses and property owners in the project area, including Target Corporation.

Public Comment and Agency Review

The City notified property owners within 350 feet of the development. Comments from the Lake Johanna Fire Department were received and are attached.

Planning Commission Review

The Commission reviewed this application at the December 13th Planning Commission meeting and recommended the Council approve the request with a 6 – 0 vote. The Commission discussed the proposed parking/loading dock area, site design and architectural details and recognized that the proposed development plans are consistent with the approved PUD for the site.

Recommendation

The submitted plans were reviewed in accordance with the approved PUD and the City's development standards and the land use policies for this site. The proposed development of this site with a specialty grocery market is consistent with the past approvals for this PUD. This second phase of the PUD utilizes existing site infrastructure, completes site development improvements needed for the proposed use and continues the approved architectural theme. Staff is recommending the City Council approve the Site and Building Plan Review, including the Development Agreements, subject to the following conditions:

1. This approval permits the development of this parcel with a 14,000 square foot specialty grocery market.
2. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director, prior to the issuance of a building permit for this project.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
4. The master development agreement for the plat and PUD for this development shall remain in effect and said terms which apply to Lot 1 shall be adhered to.
5. The items identified in the memo from the Assistant City Engineer/Public Works Director must be addressed prior to the issuance of a building permit. review of the Final Stage PUD plans and Final Plat.
6. The items identified in the memo from the Fire Marshal shall be addressed prior to the issuance of a building permit.
7. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

File No. 2472-12-35
Shoreview Ventures
Planning Commission Report - December 7, 2012

Attachments:

1. Site Development Agreement
2. Memo from Asst City Engineer/Public Works Director
3. Agency Comments
4. Location Map
5. Aerial Photo
6. Submitted Statement and Plans.

T:/2011pcf/reports/2429-11-22dps/pcreport

**SITE DEVELOPMENT AGREEMENT
SPECIALTY GROCERY MARKET (TRADER JOE'S)
SHOREVIEW VENTURES, INC.**

(I) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and Shoreview Ventures, Inc., their successors and assigns (hereinafter the "Developer").

(II) On December 17, 2012 the City gave approval to develop certain property currently located on Red Fox Road within the City and legally described as follows (hereinafter the "Subject Property"):

Lot 1, Block 1, CCCU Commercial Addition

(III) Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to Lot 1, Block 1, CCCU Commercial Addition.
- B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements, which remain incomplete at the time of the Developer's request for final site and building approval.
- C. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

(IV) In consideration of the City's grant of permission allowing the Developer to develop the subject property, and in consideration of the mutual agreements contained herein, the City and the Developer agree as follows:

- A) **Applicability.** This agreement is applicable to Lot 1, Block 1, CCCU Addition.
- B) **DPS-Shoreview Retail Center.** This property is located within the approved PUD for the DPS-Shoreview Retail Center and contains a mix of retail uses on the 6.6 acre site. In accordance with the approved PUD plan, the property will be developed in accordance the plans approved by the City Council on October 17, 2011. Development of this site is subject to the Master Development Agreement for the Stonehenge Shoreview Retail Center, Plat and PUD executed with DPS Shoreview, LLC. This parcel is to be developed with a Trader Joe's specialty grocery market.
- C) **Zoning.** The property within this development is zoned PUD with the underlying zoning designations of C2, General Business.

SPECIALTY GROCERY MARKET

SHOREVIEW VENTURES, Inc.

December 17, 2012

Page 2 of 15

- D) **Change of Occupancy.** Said specialty grocery market is being developed for occupancy by Trader Joe's. Any change in the initial occupancy requires review by the City Council to ensure consistency with the approved PUD.
- E) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on December 17, 2012 whether or not specified in this Agreement.
- F) **Improvements.** All improvements shall be constructed in accordance with the approval of the City Council, the City's ordinances and regulations and pursuant to approved plans and specifications. The specialty grocery market building, located on Lot 1, Block 1, CCCU Addition, shall have an area of approximately 14,000 square feet. All requirements attached to said project by the City's Council on December 17, 2012, as conditions of the planned unit development approval, are to be satisfied whether or not identified in this document.
- G) **Plans and Specifications.** All improvements shall be constructed in accordance with the City ordinances and regulations, and pursuant to the Plans, which have been approved and conditioned by the City Council on December 17, 2012 whether or not identified in this document. Minor changes may be permitted if approved by the Public Works Director.

The Developer agrees to provide the City with four copies of the final Plans for the proposed improvements in form and a time satisfactory to City Staff. No construction may begin until the plans and specifications have been approved, required sureties submitted, and the required pre-construction meeting held and City permits have been issued.

- H) **Landscape Installation.** Prior to issuance of a building permit, the Developer shall submit a landscape plan for approval by the City Planner. The Developer agrees to install all plant materials as shown on the approved landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials placed, as part of this landscape plan shall be replaced with like material if they should die within twelve months of planting.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A surety of **\$30,000.00** is required prior to the issuance of any permits for this project.

- I) **Erosion Control.** An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications. *No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties.*

The development is subject to an Erosion Control Agreement, **Exhibit A**, and the Developer agrees to the terms and conditions of that Agreement.

- J) **Site Restoration.** All disturbed areas shall be restored in accordance with the best management practices identified in the NPDES permit and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored mulched or sodded within 7 days of final grade. All common drainage swales shall be sodded or seeded and protected with wood fiber blanket.
- i) All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the wood fiber blanket is completed the City requires inspection for proper installation. The developer shall contact the City staff to arrange the site inspection.
- K) **Other Permits.** The applicant is subject to the NPDES permitting requirements for the development, and shall demonstrate compliance before any City permits are issued for this site.
- L) **Stormwater Management.** All stormwater management infrastructure on the site is private, shall utilize stormwater best management practices, and be designed to minimize the need for maintenance and reduce the chance of failure.
- M) **Maintenance of Utilities.** The Developer agrees that on-site utilities are private as identified on the approved plans. Maintenance of the private utilities is the sole responsible of the Developer or Declarant pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions recorded at the time of plat recording. The Developer or any future property owner is responsible for locating any and all private utilities on this site. The City will not locate private utilities at anytime. The private utilities include storm sewer and infiltration basins, sanitary sewer service, looping water main with associated valves and hydrants, and water main service.
- i) The Developer or Declarant pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions recorded at the time of plat recording is responsible for all repair and maintenance of the private water system or other utility system. A portion of the private water system is not metered, and all un-metered water is the property of the City. In the event of a leak in an un-metered portion of the private water system, after two-days notice, the City has the right to shut-off the water until repairs to the private system have been completed, inspected, and approved by the City.
- N) **As-Built and Grading Certification.** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:

SPECIALTY GROCERY MARKET

SHOREVIEW VENTURES, Inc.

December 17, 2012

Page 4 of 15

- i) The final site grading and all improvements;
- ii) Any public or private infrastructure, including the storm sewer system, the water main system and the sanitary sewer system that was not shown on the as-builts submitted for the Planned Unit Development and Plat. Profiles are required.

The as-builts shall conform to the standards specified in **Exhibit C**. The Developer shall deposit an escrow in the amount of **\$3000.00** as surety for the as-built survey. The Developer shall provide the City with as-builts of the private infrastructure, including water, sanitary sewer, storm sewer and services.

- O) **Red Fox Road Public Improvement Project.** The Developer agrees to participate in future discussions with the City regarding road improvements to Red Fox Road, including the intersection at Lexington Avenue. In the event the Developer elects to have the City construct all or a portion of the improvements as identified in Exhibit B as part of the Red Fox Road Public Improvement Project, said surety may be waived or reduced.

- P) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:

- i) **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director and property owner.
- ii) **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur on Red Fox Road, west of the Target Service Driveway. No fill, excavated material or construction materials shall be stored in the public right-of-way.
- iii) **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
- iv) **Site Maintenance.** The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Red Fox Road on an as needed basis, but at least once weekly. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to

SPECIALTY GROCERY MARKET

SHOREVIEW VENTURES, Inc.

December 17, 2012

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direct the developer to sweep other streets, including Lexington Avenue, within the construction area, if necessary. The City does not sweep streets for private development projects. Developer must have a contract for sweeping and use a water-discharge broom apparatus for street sweeping.

- Q) **Public Recreation Use Dedication Fee.** In accordance with the executed Master Development Agreement for this site, the Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment. For Lot 1, Block 1, CCCU Commercial Addition a fee of **\$24,424.00** shall be payable on or before the issuance of a building permit. This fee is based on Lot 1 occupying approximately 45% of the land area. ($\$54,276.00 \times .45 = \$24,424$)
- R) **All Costs Responsibility of Developer.** The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.
- S) **Administrative Fee.** In addition to filing and application fees, the Developer agrees to pay to the City an Engineering Overhead Fee, which shall be as set forth in the City Overhead Charge Table attached as **Exhibit B**. The total project cost for public improvements shall be estimated by the City Engineer. The administrative fee shall be paid before the commencing construction activity on-site by the City. **The fee for this project is \$300.00.**
- T) **Surety Calculation.** If the Developer chooses to construct all or a portion of the improvements required by the City regulations, the Public Works Director, shall prepare a Statement of Required Improvements and Security identifying the improvements to be completed, estimating the cost of the improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the improvements to be completed, specifying a completion date for said improvements, indicating the preparer of the document, and specifying the date of preparation. The Statement of Required Improvements and Security shall be signed and dated by the Developer and shall be attached to the Development Contract as **Exhibit B**.
- U) **Provision of Surety.** The Developer agrees to provide the City with a self-renewing Letter of Credit insuring completion of those improvements identified in this Agreement; provided, however, the Letter of Credit may have an expiration date as required by the issuing bank and in such event, Developer shall provide a replacement Letter of Credit not later than ninety (90) days prior the expiration date. The surety may be reduced from time to time upon request by Developer (by City obtaining/executing reduction certificate(s) from the issuing

bank) as work is completed and approved by the City. The City will retain a minimum 10% of the surety until all required work has been completed (by City obtaining/executing reduction certificate(s) from the issuing bank), inspected and approved for Phase 2 of the PUD development. The form of Letter of Credit shall be approved by the City Attorney and shall reference the Development Agreement, shall describe the procedures to be followed by the City for obtaining funds to construct improvements where necessary, and shall contain other provisions necessary to protect the City's interests. **THE DEVELOPER UNDERSTANDS THAT NO PERMITS OF ANY KIND WILL BE ISSUED UNTIL THE CITY ACCEPTS THIS LETTER OF CREDIT.**

If the Developer conveys its interest in the subject property or any part thereof, or if the Developer assigns its right to construct improvements or otherwise develop the subject property, it shall first notify the City. In the event of a conveyance or assignment prior to completion of the improvements and the development of the subject property, the Letter of Credit shall not be released unless it is replaced by a new Letter of Credit agreement satisfactory to the City.

- V) **Release of Surety.** The City will consider the release of sureties upon the written request of the Developer. Sureties will not be released until the Developer has demonstrated that the development complies with the approved plans and applicable City Ordinances and standards. Prior to the completion, the Developer may request a partial release of said surety shall occur at 125% of the cost incurred; the City upon inspection and approval of the improvements, will partially release the surety. The City will retain a minimum of 10% of the surety until the development is completed and the Developer demonstrates that the project complies with the approved plans and applicable City Ordinances and standards, including the submission of the required as-built plans of the infrastructure and grading certificate.
- W) **Default** The occurrence of any of the following after written notice from the City and thirty (30) days to cure (or such longer period as may be reasonable) shall be considered an "Event of Default" in the terms and conditions contained in this Agreement:
- i) The failure of the Developer to comply with any of the terms and conditions contained in this agreement;
 - ii) The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.
- X) **Remedies** Upon the occurrence of an Event of Default, the City, in addition to any other remedy, which may be available to it, shall be permitted to do the following:
- i) City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such

SPECIALTY GROCERY MARKET

SHOREVIEW VENTURES, Inc.

December 17, 2012

Page 7 of 15

advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.

- ii) The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
- iii) Obtain an order from a court of competent jurisdiction requiring the developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- iv) Exercise any other remedies, which may be available to it, including an action for damages.
- v) Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

Y) Limitation on obligations. Notwithstanding anything to the contrary, the City will only look to the Developer for performance of the obligations of the Developer under this Agreement as they pertain to Lot 1, Block 1. All references to "project" are deemed to mean Lot 1, Block 1.

Z) Estoppel. Upon written request by either party, the other party shall certify, by written instrument information pertaining to the authenticity of the Agreement, whether Agreement is in full force and effect, disclosure of defaults by other party, and other information reasonably requested by the other party.

(V) **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this December 17, 2012.

SHOREVIEW VENTURES, INC.

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Title

Terry Schwerm, City Manager

t:/2011pcf/2429-11-22dps/retailcentersitedevelopmentagreement.doc

EXHIBIT 'A'

**EROSION CONTROL ESCROW AGREEMENT
SHOREVIEW VENTURES, INC.**

(A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the "City"), and Shoreview Ventures, Inc. its successors and assigns (hereinafter the "Developer").

(B) The City and the Developer have executed a Site Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a cash surety to the City of Shoreview in the amount of **\$6,200.00**. The Developer has submitted this financial surety to the City on the following conditions:

1. The developer shall not receive interest on the amount of the surety.
2. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Contract regarding erosion control and/or to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, until the Engineering Department has determined that erosion control has been satisfied. The surety may also be utilized for problems created off the site directly or indirectly as result of on-site conditions.
3. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 48 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
4. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied, or the funds have been replaced by a successor in interest.
5. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.

This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

(C) The Developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

SPECIALTY GROCERY MARKET
SHOREVIEW VENTURES, Inc.
December 17, 2012
Page 10 of 15

IN WITNESS WHEREOF, the City and the Developer have executed this agreement this 17th day of December, 2012

Developer:
SHOREVIEW VENTURES, INC.

CITY OF SHOREVIEW

Its

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

EXHIBIT 'B'

**STATEMENT OF REQUIRED IMPROVEMENTS AND SECURITY
SHOREVIEW VENTURES, INC.**

A. MISCELLANEOUS IMPROVEMENTS IN R.O.W OR PUBLIC EASEMENT

1. Sanitary Sewer connection- Street Repair-Water/Sewer Removals	\$ 7,500.00
2. Driveway cuts and road repairs	5,000.00
3. Boulevard Sod	<u>2,500.00</u>
Sub-Total	\$ 15,000.00
	Per Ordinance <u>1.25</u>
Total	\$ 18,750.00

NOTES: Completion Date for Misc. Improvements May 1, 2013

Administrative Over head Fee is based on \$15,000.00
(\$15,000 X 2% = \$300.00)

SHOREVIEW VENTURES, INC.

Prepared by: Thomas L. Hammitt/TW/KN
Date: December 17, 2012

OVERHEAD CHARGE TABLE AND RATE FEE

<u>PROJECT CONTRACT AMOUNT FOR PUBLIC IMPROVEMENTS</u>	<u>AMOUNT</u>
\$0.00 to \$100,000	2.00%
\$100,001 to \$200,000	1.70%
\$200,001 to \$300,000	1.40%
\$300,001 to \$400,000	1.10%
\$400,001 and over	0.80%

Rates Approved
Dated: June 2, 1982

EXHIBIT 'C'

Record Plan Requirements

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blue-line sets of record drawing plans of the project for review purposes.

Upon final approval of the blue-line record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepia from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

Electronic As-Builts

Required on compact disk or DVD.

All information must be in AutoCAD R14 version or newer in DWG format.

Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.

As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.

Overall development plan with all utilities (curb stops, clean outs, MHs, feces CBs, GVs, etc.) in Ramsey County coordinates.

Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

General

All construction contractor names should be noted on each page.
Record Plan stamp with date should be shown on each page.
All utilities in Ramsey County coordinates system.
All ties should be less than 100'.
Grading limits and elevations.
Bench marks used and TNH elevations.

Grading Plan As-Builts

Existing ground elevations at all lot corners
Spot elevations at all house pads (hold down elevations)
Spot elevations of pond bottom (50' maximum grid)
Drainage and utility easement and outlot spot elevations
Pond water elevations and date taken.
Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

Sanitary Sewer, Water Main.

As-built elevations (invert & rims), pipe lengths, and grades for all lines
Note describing pipe type and size for each run and for services
Wye stationing and location from TV reports
Elevation of riser
Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.
All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:
The building or structure being served, with address
Fire hydrants
Manholes, catch basins
Neighboring structures, with the address noted
Other permanent structures (bridges, telephone boxes, pedestals, transformers)
Power poles, streetlights, etc.
All gate valves shall be tied with at least two ties, using the following priorities:
Fire hydrants
Manholes
Catch basins
Neighboring structures, with the address noted

Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)

Power poles, streetlights, etc.

As-built elevations of each hydrant at top nut

Any deviations of fittings from those shown on the plan

Note describing pipe type and size for mainline and for services

Stationing of corporation stop on water main

Storm Sewer

As-built elevations (invert & rim), pipe lengths, and grades for all lines

Note describing pipe type and size for each run.

Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.

As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.

Streets

Show where fabric has been placed in the streets on the plan portion of the as-builts.

Show locations where subgrade corrections were done on the projects as approved by a soils engineer.

Date: December 5, 2012
To: Kathleen Nordine, City Planner
From: Tom Wesolowski, City Engineer
Subject: Plan Review 1041 Red Fox Road - Trader Joes

The City of Shoreview Engineering Department has reviewed the plans dated November 30, 2012 and has the following comments regarding the plans:

1. The Rice Creek Watershed issued a permit in December 2011 for the proposed improvements on Lot 1, Lot 2 and Outlot A. The permit expires on June 6, 2013 and all improvements included under the permit must be completed before the permit expires. If the proposed improvements for Lot 1 will not be completed by June 6, 2013 the developer will need to request an extension from Rice Creek. The City requires that all the information that is submitted to Rice Creek Watershed District as it relates to the proposed development, also be sent to the City of Shoreview.
2. The storm water management calculations submitted in September 2011 with the development plans for Lot 2 and Outlot A accounted for the future development of Lot 1. A storm water management plan is not required for the proposed development.
3. The plan set that was submitted was not signed. A signed plan set is required.

If you have any questions or would like to discuss the comments please contact Tom Wesolowski at 651-490-4652



LAKE JOHANNA FIRE DEPARTMENT

5545 LEXINGTON AVENUE NORTH • SHOREVIEW, MN 55126
OFFICE (651) 481-7024 • FAX (651) 486-8826

December 6, 2012

Department of Community Development
Attn: Kathleen Nordine, City Planner
4600 N Victoria Street
Shoreview, MN 55126

Site and Building Plan Review
Specialty Grocery Market
Shoreview, MN 55126

File No. 2472-12-35

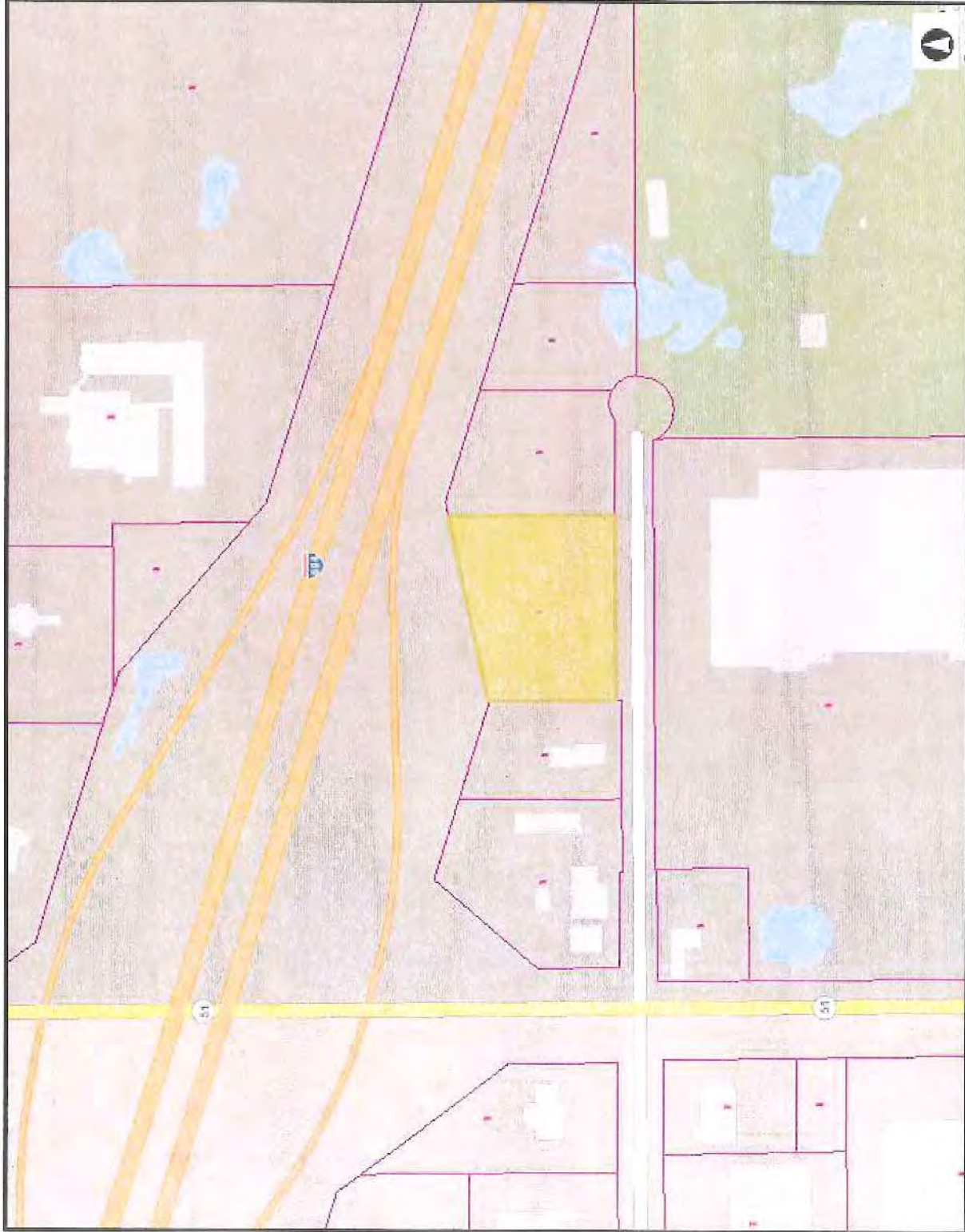
- Verify location of F.D.C.
- Fire Hydrant within 150' of F.D.C.
- Verify location of riser room.
- Fire Department lock box is required.
- Fire Department vehicle access to building.

Sincerely,

Rick Current
Fire Marshal
Lake Johanna Fire Department



1041 Red Fox Road - Location Map



Legend

- County Offices
- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcels
- GISRASTER.GISPUB.IMAGE
- High: 255
- Low: 0

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

535.3 0 267.66 535.3 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division



Shoreview Ventures - 1041 Red Fox Road



374.1 0 187.07 374.1 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

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Legend

- County Offices
- City Halls
- Schools
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- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcels
- GISRASTER.GISPUB.IMAGE
- High : 255
- Low : 0

Notes

Planned Unit Development - Lot 1



November 30, 2012

SITE AND BUILDING PLAN REVIEW


Venture Pass Partners, LLC (Shoreview Ventures, Inc.) is pleased to present for your consideration and review this Site and Building Plan Review application. This application covers Lot 1 Block 1 CCCU Commercial Addition (1041 Red Fox Road, Shoreview, MN) which is part of a Planned Unit Development previously approved by the Shoreview City Council on October 17, 2011 (Shoreview Stonehenge Retail Development, file # 2434-11-27).

We are proposing to develop Lot 1, entirely consistent with the design and use as per the approved PUD. The project includes a 14,000 square foot free standing food market (Trader Joe's) along with all site improvements. Building placement and configuration, curb cuts, parking lot layout and counts, landscape design, grading and utilities, and building signage are all in conformance with the approved PUD.

The building architecture incorporates materials and details utilized in the phase 1, Lot 2 retail strip building, including decorative masonry, brick, natural cut stone, EIFS, canopy structures and awnings, and architectural metal panels. The building as proposed stands very harmonious with the existing Lot 2 structure in both scale and detail.

Building signage is proposed on the south and east faces of the SE corner entrance tower, as well as on the north elevation facing Interstate 694. These locations and sizes are as per the approved Comprehensive Sign Plan. The tenant will be responsible for securing sign permits.

Thank you for your consideration of this application.



Randy Rauwerdink
Vice President



TRADER JOE'S 1041 RED FOX ROAD SHOREVIEW, MN 55126

ABBREVIATIONS

ABV	-ABOVE	EXH	-EXHAUST	MAT	-MATERIAL	ROW	-RIGHT OF WAY
ACC	-ACCESSIBLE	EXIST	-EXISTING	MH	-MAN-HOLE	RM	-ROOM
AF	-ABOVE FINISHED FLOOR	EXP	-EXPANSION JOINT	MFR	-MANUFACTURE	RO	-ROUGH OPENING
ARCH	-ARCHITECT	EXP	-EXPANSION	MAS	-MASONRY	RDS	-ROD AND SHELF
ALUM	-ALUMINUM	EP	-EXHAUST PAN	MO	-MASONRY OPENING	SHG	-SHEATHING
APPROX	-APPROXIMATE	ELCC FNL	-ELECTRICAL PANEL	MTL	-METAL	SHR	-SHOWER
DFL	-DEARING PLATE	EWC	-ELECTRIC WATER COOLER	MISC	-MISCELLANEOUS	SM	-SIMILAR
BM	-BENCH MARK	EXT	-EXTERIOR	NIC	-NOT IN CONTRACT	SC	-SOLID CORE
BLKG	-BLOCKING	FFE	-FINISHED FLOOR ELEVATION	NTS	-NOT TO SCALE	SPEC	-SPECIFICATIONS
BOT	-BOTTOM	FPL	-FIREPLACE	NO	-NUMBER	SQ	-SQUARE
BOW	-BOTTOM OF WALL	FD	-FLOOR DRAIN	OC	-ON CENTER	S STL	-STAINLESS STEEL
CIF	-CAST-IN-PLACE	FTG	-FOOTING	OPNG	-OPENING	SD	-STORM DRAIN
CS	-CATCH BASIN	FND	-FOUNDATION	OPP	-OPPOSITE	STRUCT	-STRUCTURAL
CJO	-COLING	FR	-FIRE HYDRANT	OPH	-OPPOSITE HAND	SYM	-SYMMETRY (ICAL)
CT	-CERAMIC TILE	GA	-GAGE, GAUGE	OD	-OUTSIDE DIAMETER	THK	-THICKNESS
CUR	-CLEAR (ANCE)	GALV	-GALVANIZED	OH	-OVER-HEAD	TOC	-TOP OF CONCRETE
CONC	-CONCRETE	CO	-GENERAL CONTRACTOR	OID	-OVER-HEAD DOOR	TOS	-TOP OF SLAB
CIVL	-CONCRETE MASONRY UNIT	OB	-ORAS BAR	PAR	-PARALLEL	TOW	-TOP OF WALL
CONST	-CONSTRUCTION	HUX	-HANDWARE	PART	-PARTITION	T	-TREAD
CONT	-CONTINUE (OUS)	HVAC	-HEATING / VENTILATION / AIR CONDITIONING	PVMT	-PAVEMENT	TYP	-TYPICAL
CRS	-COURSE	HT	-HEIGHT	P LAM	-PLASTIC LAMINATE	TOP	-TOP OF FOOTING
CJ	-CONTROL JOINT	HO	-HANDICAP	PL	-PLATE	UNF	-UNFINISHED
DTL	-DETAIL	HM	-HOLLOW METAL	PT	-PRESSURE TREATED	UR	-URINAL
DIA	-DIAMETER	HOK	-HORIZONTAL	PVC	-POLYVINYL CHLORIDE	UNO	-UNLESS NOTED OTHERWISE
DIM	-DIMENSION	HB	-HOSE BIBS	PSF	-POUNDS PER SQUARE FOOT	VER	-VERTICAL
DR	-DOOR	INCL	-INCLUDE	PSI	-POUNDS PER SQUARE INCH	VTR	-VENT THRU ROOF
DS	-DOWNSPOUT	ID	-INSIDE DIAMETER	PC	-PRECAST	WD	-WOOD
DWG	-DRAWING	INSUL	-INSULATION	PL	-PROPERTY LINE	WC	-WATER CLOSET
DF	-DRINKING FOUNTAIN	INT	-INTERIOR	PP	-POWER POLE	WH	-WATER HEATER
ELECT	-ELECTRIC (AL)	INV	-INVERT	QT	-QUARRY TILE	WP	-WATERPROOFING
EL	-ELEVATION	IST	-JOIST	R	-RADIUS	WR	-WATER RESISTANT
EQ	-EQUAL	LAM	-LAMINATE	RA	-RETURN AIR	WWF	-WELDED WIRE FABRIC
		LAV	-LAVATORY	RD	-ROOF DRAIN	W	-WIDTH, WIDE
		LH	-LEFT HAND	REF	-REFERENCE	YH	-YARD HYDRANT
		LT	-LIGHT	R#	-ROCK FACE	YD	-YARD DRAIN
				R1	-RIGHT HAND	YI	-YARD INLET

PROJECT TEAM

DEVELOPER:
VENTURE PASS PARTNERS, LLC
RANDY RADWICK
19620 WATERFORD COURT
SHOREVIEW, MN 55131
travendmk@venturepass.net
(612) 801-4313

GENERAL CONTRACTOR:
RJ RYAN CONSTRUCTION, INC.
JEREMY THOMAS
1100 MENDOTA HEIGHTS ROAD
MENDOTA HEIGHTS, MN 55120
jthomas@rjryan.com
(651) 681-0200
FAX (651) 681-0235

ARCHITECT:
TUSHIE MONTGOMERY ARCHITECTS
ANDREW KRENK - PROJECT MANAGER
JORDAN LOCKMAN - LANDSCAPING
7645 LINDALE AVENUE SOUTH, #100
MINNEAPOLIS, MINNESOTA 55423
AndyK@tmarchitects.com
JordanL@tmarchitects.com
(612) 861-0636
FAX (612) 861-8632

STRUCTURAL ENGINEER:
LINDAU COMPANIES, INC.
BILL LINDAU
1074 OLD HIGHWAY 35
HUDSON, WI 54016
windsu@lincup.us
(715) 306-4444
FAX (715) 306-1441

CIVIL ENGINEER:
MFRA
JOHN BENDER
14900 28TH AVE NO. #140
PLYMOUTH, MN 55447
jbender@mfr.com
(763) 476-6010
FAX (763) 338-0864

MECHANICAL & ELECTRICAL ENGINEER:
DESIGN BUILD BY GENERAL CONTRACTOR

SITE LOCATION



GENERAL NOTES

ALL NECESSARY AND/OR REQUIRED TESTS, INSPECTIONS SHOP DRAWING REVIEWS AND DRAWING INTERPRETATIONS, REQUIRED BY THE GENERAL CONDITIONS, SHALL BE PROVIDED BY A REGISTERED ARCHITECT AND/OR ENGINEER. THIS MEANS THAT THE ARCHITECT OR ENGINEER AND/OR THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR THE PROVISION OF THE WORK. THE ARCHITECT AND/OR ENGINEER SHALL BE RESPONSIBLE FOR THESE INSPECTIONS, EXAMINATIONS AND/OR DOCUMENT INTERPRETATIONS MADE AS THEY RELATE TO THE CONTRACT DOCUMENTS AND THEIR INTENT.

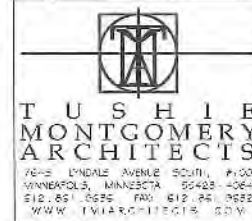
- UNLESS SHOWN FOR VARIOUS ON ARCHITECTURAL DRAWINGS, ARE NOMINAL UNLESS OTHERWISE NOTED.
- SCALED MEASUREMENTS OF DRAWINGS SHALL NOT BE ALLOWED.
- UNLESS SHOWN FOR VARIOUS ON ARCHITECTURAL DRAWINGS, ARE TO FACE OF STUD AND DIMENSIONS FOR MASONRY WALLS ARE TO FACE OF BLOCK UNLESS STATED OTHERWISE.
- ALL CONSTRUCTION SHALL MEET ALL CITY OF SHOREVIEW AND MINNEAPOLIS REQUIREMENTS.

DRAWING INDEX

CS	COVER SHEET
CIVIL	
C-1.01	EXISTING CONDITIONS
C-3.01	GRADING PLAN
C-3.02	GRADING NOTES
C-4.01	PHASE 1 EROSION & SEDIMENT CONTROL PLAN
C-4.02	PHASE 2 EROSION & SEDIMENT CONTROL PLAN
C-4.03	EROSION & SEDIMENT CONTROL NOTES AND DETAILS
C-5.01	SANITARY SEWER & WATERMAIN UTILITY PLAN
C-5.02	STORM SEWER UTILITY PLAN
C-5.03	CITY OF SHOREVIEW UTILITY NOTES
C-6.01	DETAILS

ARCHITECTURAL

L1.0	SITE PLAN - FINAL INSTALLATION
L1.1	SITE PLAN - TRADER JOE'S CONSTRUCTION
L2.0	SITE DETAILS
L3.1	LANDSCAPE PLAN - TRADER JOE'S CONSTRUCTION
L4.0	LANDSCAPE DETAILS
L5.0	SITE LIGHTING
A1.0	FLOOR PLAN
A1.1	ROOF PLAN
A2.0	ELEVATIONS
A2.1	PERSPECTIVES



TRADER JOE'S
SHOREVIEW, MINNESOTA



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PRINT NAME: ANDREW KRENK
SIGNATURE: _____
DATE: _____ LICENSE #: _____

Revised: 8/1/2012
11/30/12

21/2123

Cover Sheet

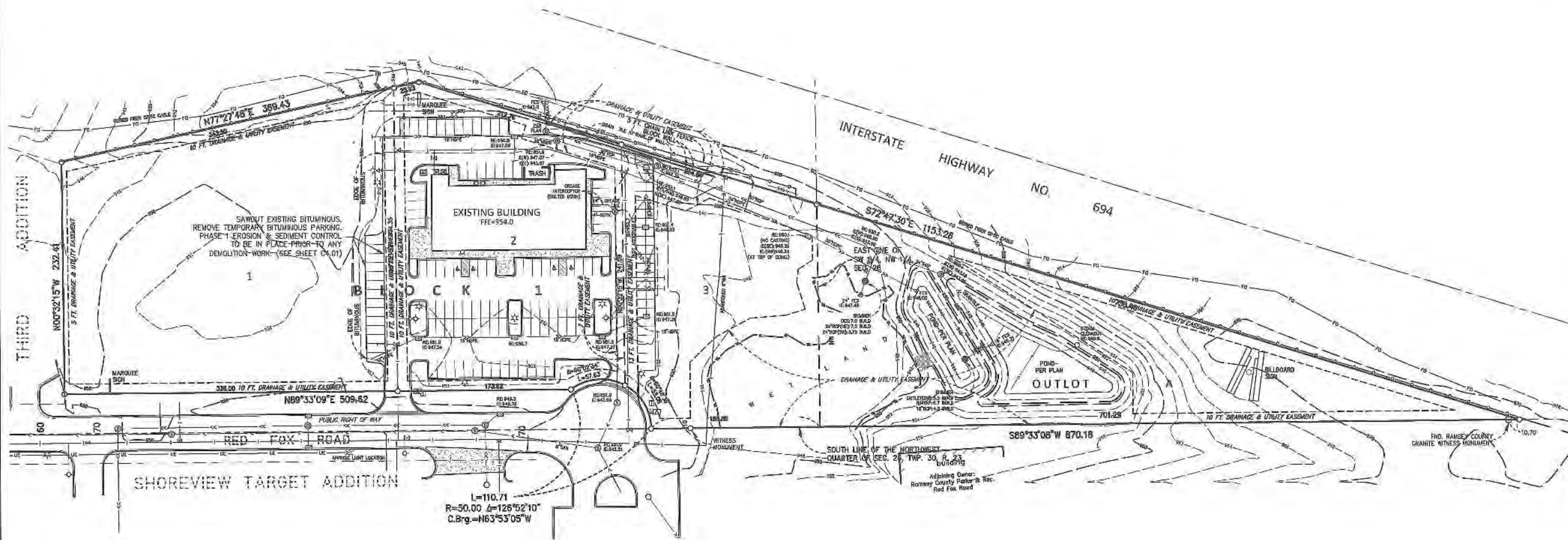
CS



EXISTING MONUMENT SIGN

RED FOX ROAD

Venture Pass Partners LLC
Trader Joe's
Shoreview, Minnesota



DESCRIPTION

LOTS 1, 2 AND 3, BLOCK 1 AND OUTLOT A, CDD COMMERCIAL ADDITION, RAMSEY COUNTY, MINNESOTA

BENCHMARK

WINDOT DISK #6285 H
Located on bridge abutment on
Loring Ave. and U.S. Hwy No. 594
Elevation = 855.24 N.G.D., 20

LEGEND

- | | | |
|-------------------|------------------------|------------------------|
| ● FOUND MONUMENT | ○ WATER MAIN | --- EASEMENT LINE |
| ○ SET MONUMENT | ○ SANITARY SEWER | --- SETBACK LINE |
| □ ELECTRIC METER | ○ STORM SEWER | --- RIGHT OF ACCESS |
| □ LIGHT | ○ FLARED END SECTION | --- CONCRETE CURB |
| □ AIR CONDITIONER | ○ ELECTRIC TRANSFORMER | --- BUILDING LINE |
| □ GUY ANCHOR | ○ TELEPHONE PEDestal | --- BUILDING DAWDLY |
| □ HANDICAP STA. | ○ GAS METER | --- BITUMINOUS SURFACE |
| □ UTILITY POLE | ○ OVERHEAD WIRE | --- CONCRETE SURFACE |
| □ GUARD POST | ○ CHAIN LINK FENCE | --- LANDSCAPE SURFACE |
| □ BOLLARD | ○ WIRE FENCE | --- DECIDUOUS TREE |
| □ SIGN | ○ WOOD FENCE | --- CONIFEROUS TREE |

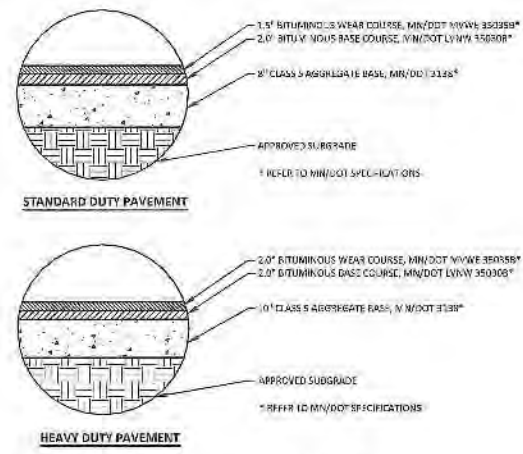
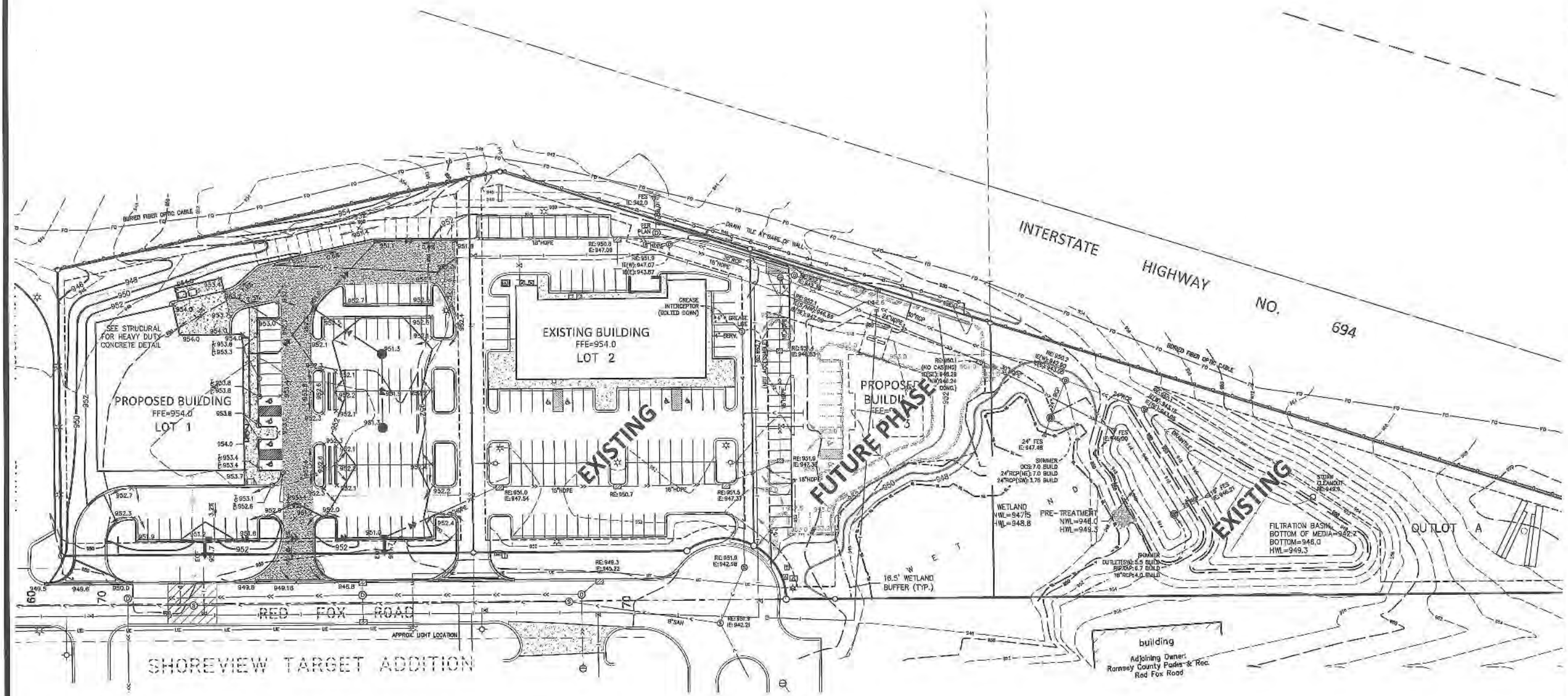
SURVEY NOTES

- The bearing system is based on the Ramsey County coordinate system, NAD83 (1986 Adjust), with an assumed bearing of South 86 degrees 35 minutes 00 seconds East for the South Line of the Northwest Quarter, Section 28, Township 30, Range 28. The original monuments utilized to establish the horizontal position of this survey was the West Quarter corner and the Center of said section.
- Field work was completed on 07/30/2012.
- The site and surrounding areas are designated Area of Minimal Flooding Zone X per FEMA FIRM #27120C00200.
- The gross area of the subject property is 280,760 S.F. or 6.45 AC.
Area Table:
Lot 1 = 90,178 S.F. or 2.07 AC.
Lot 2 = 85,625 S.F. or 1.96 AC.
Lot 3 = 48,649 S.F. or 1.12 AC.
Outlot A = 78,313 S.F. or 1.80 AC.
- Subject properties address:
Lot 1 - 1041 Red Fox Road, Shoreview, Mn, 55126. Its property identification numbers are 28-30-23-23-0016
Lot 2 - unassigned, its property identification numbers are 28-30-23-23-0016
Lot 3 - unassigned, its property identification numbers are 28-30-23-23-0016
Lot 4 - unassigned, its property identification numbers are 28-30-23-24-0005



0 50 100
SCALE IN FEET

**Venture Pass Partners LLC
Trader Joe's**
Shoreview, Minnesota

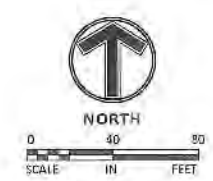


- NOTES:**
1. THE PAVEMENT SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MIN/DOT STANDARD SPECIFICATION FOR CONSTRUCTION, AND ALSO THE REQUIREMENTS OF THE OWNERS CONSULTING ENGINEER.
 2. ALL THICKNESSES, AS SPECIFIED, ARE TO BE CONSIDERED MINIMUM DEPTHS, AFTER COMPACTION.
 3. MIN/DOT SPEC. 2357 BITUMINOUS TACK COAT SHALL BE PLACED BETWEEN SUCCESSIVE BITUMINOUS LIFTS AND AGAINST ADJUTING CONCRETE CURB EDGES.
 4. RECYCLED BITUMINOUS WEAR COURSE PAV WILL NOT BE ALLOWED.

GRADING NOTES
REFERENCE SHEET C-3.03

LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT	---	---
CURB & GUTTER	---	---
STORM SEWER	---	---
DRAIN TILE	---	---
BUILDING	---	---
RETAINING WALL	---	---
WETLAND LIMITS	---	---
TREELINE	---	---
SPOT ELEVATION	---	---
CONTOUR	---	---
RIP RAP	---	---
OVERFLOW ELEV.	---	---
SOIL BORINGS	---	---
HEAVY DUTY BITUMINOUS PAVEMENT	---	---



PREPARED FOR:
VENTURE PASS PARTNERS
LLC

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINT NAME: John Bender, P.E.
SIGNATURE:
DATE: 11.29.12 LICENSE #: 43358

GRADING NOTES

- A. PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DEFINE CUTTER GRADE.
- B. ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.08% (1:48). THE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.08% (1:48). THE CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT.
- C. THE CONTRACTOR IS CAUTIONED THAT "THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 36-02 TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. BY CONTACTING THE NOTIFICATION CENTER (GOVERNOR STATE ONE FOR MINNESOTA AT 1-800-252-2166). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- D. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- E. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- F. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.

GEOTECHNICAL ENGINEERING SOILS REPORTS HAVE BEEN COMPLETED BY:

COMPANY: BRAUN INTERTEC CORPORATION
ADDRESS: 1826 BURKLE ROAD, ST. PAUL, MN 55110
PHONE: 651-487-3245
DATED: NOVEMBER 18, 2008; MARCH 5, 2010 & NOVEMBER 20, 2012

THE CONTRACTOR SHALL OBTAIN A COPY OF THESE SOILS REPORTS.

- G. THE CONTRACTOR SHALL COMPLETE DEWATERING AS REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION.
- H. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
- I. REPLACE ALL SUBGRADE SOIL DISTURBED DURING THE CONSTRUCTION THAT HAVE BECOME UNSUITABLE AND WILL NOT PASS A TEST ROLL. REMOVE UNSUITABLE SOIL FROM THE SITE AND IMPORT SUITABLE SOIL AT NO ADDITIONAL COST TO THE OWNER.
- J. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- K. THE TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS AND SHALL BE A RESTRICTED AREA. HE WILL BE REQUIRED TO PROTECT THE TREES WHICH ARE TO BE SAVED TO BE SURE THAT THE EQUIPMENT IS NOT NEEDLESSLY OPERATED UNDER NEARBY TREES AND SHALL EXERCISE EXTREME CAUTION IN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, HE SHALL OBTAIN THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF OPERATION. SHOULD THE CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY LASTING DAMAGE TO THE TREE. NO TREES SHALL BE REMOVED WITHOUT AUTHORIZATION BY THE ENGINEER. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE.

RESTRICTED AREAS SHALL INCLUDE ALL DESIGNATED TREED AREAS OUTSIDE OF THE DESIGNATED CONSTRUCTION ZONE. ALL VEGETATION WITHIN THE RESTRICTED AREAS SHALL REMAIN.

CONTRACTOR SHALL RESTRICT ALL GRADING AND CONSTRUCTION ACTIVITIES TO AREAS DESIGNATED ON THE PLANS. ACTIVITIES WITHIN THE CONSTRUCTION MAY BE RESTRICTED TO A NARROWER WIDTH IN THE FIELD TO SAVE ADDITIONAL TREES AS DIRECTED BY THE OWNER.

ACTIVITIES PROHIBITED OUTSIDE OF THE CONSTRUCTION BOUNDARIES WOULD INCLUDE, BUT NOT BE LIMITED TO: SOIL AND OTHER MATERIAL STOCKPILING, EQUIPMENT OR MACHINERY STORAGE, DRIVING OF ANY VEHICLE, LEAKAGE OR SPILLAGE OF ANY "WASHOUT" OR OTHER TOXIC MATERIAL, THE COLLECTION OF OTHER DEBRIS AND SOIL STOCKPILING WILL BE IN AN AREA DETERMINED ON-SITE BY THE ENGINEER.

ALL RESTRICTED AREAS SHALL BE FENCED OFF WITH BRIGHT ORANGE POLYETHYLENE SAFETY TYPING AND STEEL STAKES AS SHOWN ON THE TREE PROTECTION DETAIL. AT NO TIME SHALL THIS FENCING BE REMOVED OR ACTIVITY OF ANY KIND TAKE PLACE WITHIN IT. FINAL PLACEMENT OF ALL PROTECTIVE FENCING SHALL BE COMPLETE BEFORE ANY WORK COMMENCES ON-SITE.

BEFORE COMMENCING WITH ANY EXCAVATION THE CONTRACTOR SHALL COMPLETE ALL PREPARATORY WORK REGARDING TREE REMOVAL, ROOT PRUNING, TREE PRUNING AND STUMP REMOVAL TO THE SATISFACTION OF THE OWNER.

PREPARATORY WORK SHALL INCLUDE THE FOLLOWING AND SHALL BE COMPLETED UNDER THE DIRECT SUPERVISION OF THE OWNER'S REPRESENTATIVE:

1. TREE REMOVAL: THE CONTRACTOR SHALL FELL THE TREES. AT NO TIME SHALL TREES BE BULLDOZED OUT, BUT SHALL BE CUT DOWN AND STUMPS REMOVED SEPARATELY. PRIOR TO THE FELLING OF ALL TREES, PROPER REMOVAL OF A PORTION OR ALL OF THE CANOPY SHALL BE COMPLETED SO THAT TREES IN THE RESTRICTED AREAS SHALL NOT BE INJURED IN THE PROCESS.
2. ROOT PRUNING: BEFORE ANY STUMPS ARE TO BE REMOVED, ALL ROOTS SHALL BE SEVERED FROM ROOTS IN THE RESTRICTED AREAS BY SAW CUTTING WITH A VERMEER DESIGNED FOR ROOT PRUNING, BY HAND, OR WITH A CHAINSAW. TREE ROOTS PROJECTING INTO THE CONSTRUCTION ZONE SHALL BE EXPOSED PRIOR TO ROOT PRUNING WITH SMALL MACHINERY, I.E., BOBCAT.
3. STUMP REMOVAL: AT SUCH TIME THAT ROOTS HAVE BEEN PROPERLY SEVERED, STUMPS MAY BE REMOVED. WHERE REMOVAL OF CERTAIN STUMPS COULD CAUSE DAMAGE TO EXISTING PROTECTED TREES, TREE STUMPS SHALL BE GROUND OUT. ALL STUMP REMOVAL SHALL BE UNDER THE DIRECT SUPERVISION OF THE OWNER'S REPRESENTATIVE.
4. TREE PRUNING: PROPER PRUNING OF TREES IN THE RESTRICTED ZONE SHALL BE DIRECTED BY AND SUPERVISION AT ALL TIMES BY THE OWNER'S REPRESENTATIVE.

AN OWNER'S REPRESENTATIVE WILL BE AVAILABLE AT ALL TIMES DURING THE PREPARATORY AND CONSTRUCTION PERIOD.

MULCH RATHER THAN SEED OR SOO WILL BE USED AT THE BASE OF QUALITY TREES TO A PERIMETER DETERMINED BY THE OWNER'S REPRESENTATIVE. AREAS TO BE SEED FOR EROSION CONTROL PURPOSES WITHIN THE CONSTRUCTION ZONE ARE TO BE DETERMINED BY THE OWNER'S REPRESENTATIVE. NATURAL GROUND COVER WILL BE MAINTAINED WHEREVER POSSIBLE.

THE USE OF RETAINING WALLS NEAR TREES, IN ADDITION TO THOSE REQUIRED ON THE PLANS SHALL BE DETERMINED IN THE FIELD, BASED ON TREE LOCATIONS AND TOPOGRAPHY.

M. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 4 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 4 INCHES.

N. FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISHED GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUPTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.

O. TOLERANCES

1. THE COMMERCIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.10 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
2. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
3. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIFFERENT OTHERWISE BY THE ENGINEER.

4. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.

P. AFTER THE SITE GRADING IS COMPLETED, IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.

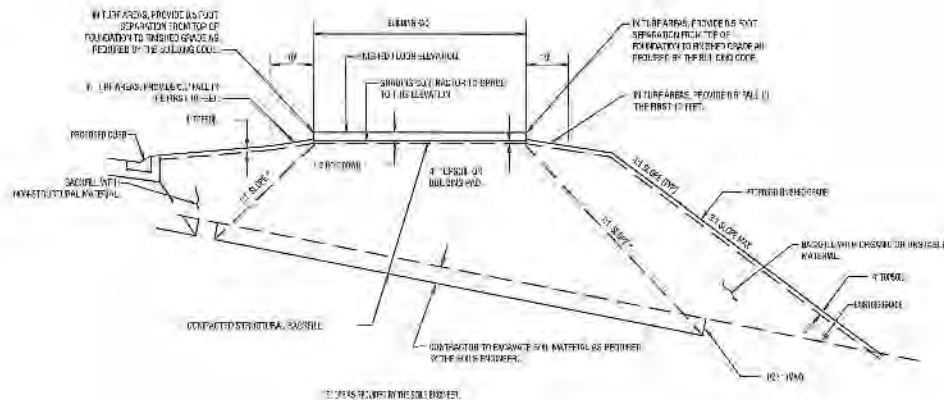
Q. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ANY HAUL ROADS THAT MAY BE REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION AND SHALL INDICATE HAUL ROADS ON EROSION AND SEDIMENT CONTROL "SITE MAP". THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING AUTHORITY OF EACH ROADWAY. THE CONTRACTOR SHALL POST WHATEVER SECURITY, AND COMPLY WITH ALL CONDITIONS WHICH ARE REQUIRED BY EACH GOVERNING AUTHORITY OF EACH ROADWAY.

R. ANY DISTURBED AREAS WITHIN THE WETLANDS SHALL BE RESTORED WITH 6 TO 12 INCHES OF ORGANIC SOILS, PREFERABLY SOILS THAT WERE PREVIOUSLY REMOVED FROM WETLAND AREAS. SEEDING IN THE WETLAND MITIGATION AREAS ABOVE THE NORMAL WATER LEVEL SHALL BE CORPS OF ENGINEERS WET MEADOW SEED MIXTURE, OR MIX DOT SEED MIXTURE 25B, OR APPROVED EQUAL. THE SEED SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

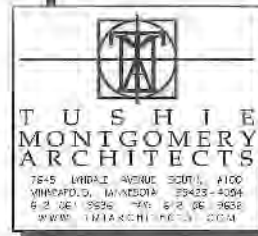
S. FILL PLACED WITHIN THE BUILDING PAD AREAS SHALL BE IN CONFORMANCE WITH HUD/FHA PROCEDURES AND DATA SHEET 79G. REMOVE ALL UNSUITABLE AND ORGANIC SOIL FROM PAVEMENT AREAS. COMPACT FILL TO 100% STANDARD PROCTOR DENSITY.

T. IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO ACTIVE DRAIN TILE SHALL BE BACKFILLED WITHOUT REVIEW, DISCUSSION AND APPROVAL FROM THE PROJECT ENGINEER.

U. RETAINING WALL(S) SHALL BE CONSTRUCTED OF MODULAR BLOCK MATERIAL. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER AND LOCAL AUTHORITY CERTIFIED ENGINEERING DRAWINGS, DESIGN CALCULATIONS AND SOIL BORINGS. THE CERTIFIED ENGINEER FOR THE RETAINING WALL(S) SHALL PROVIDE CONSTRUCTION OBSERVATIONS OF THE RETAINING WALL IMPROVEMENT, AND A LETTER CERTIFYING THE INSTALLATION OF THE WALL(S) WAS CONSTRUCTED IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.



1 SLAB ON GRADE BUILDING PAD GRADING DETAIL
C3.03 N.T.S.



Venture Pass Partners LLC
Trader Joe's
Shoreview, Minnesota




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PRINT NAME: John Bender, P.E.
SIGNATURE:
DATE: 11-28-12 LICENSE #: 43358

Drawn by: J. Anderson

WETA Project Number: 10275

Grading Notes

C-3.02



TUSHIE MONTGOMERY ARCHITECTS
 14800 28th Ave. N, Ste 140
 Plymouth, Minnesota 55447
 (763) 476.8010 telephone
 (763) 476.8592 facsimile
 WWW.TMARCHITECTS.COM



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Venture Pass Partners LLC

Trader Joe's

Shoreview, Minnesota

ESTABLISHED 1987



VENTURE PASS PARTNERS
 A DEVELOPMENT COMPANY

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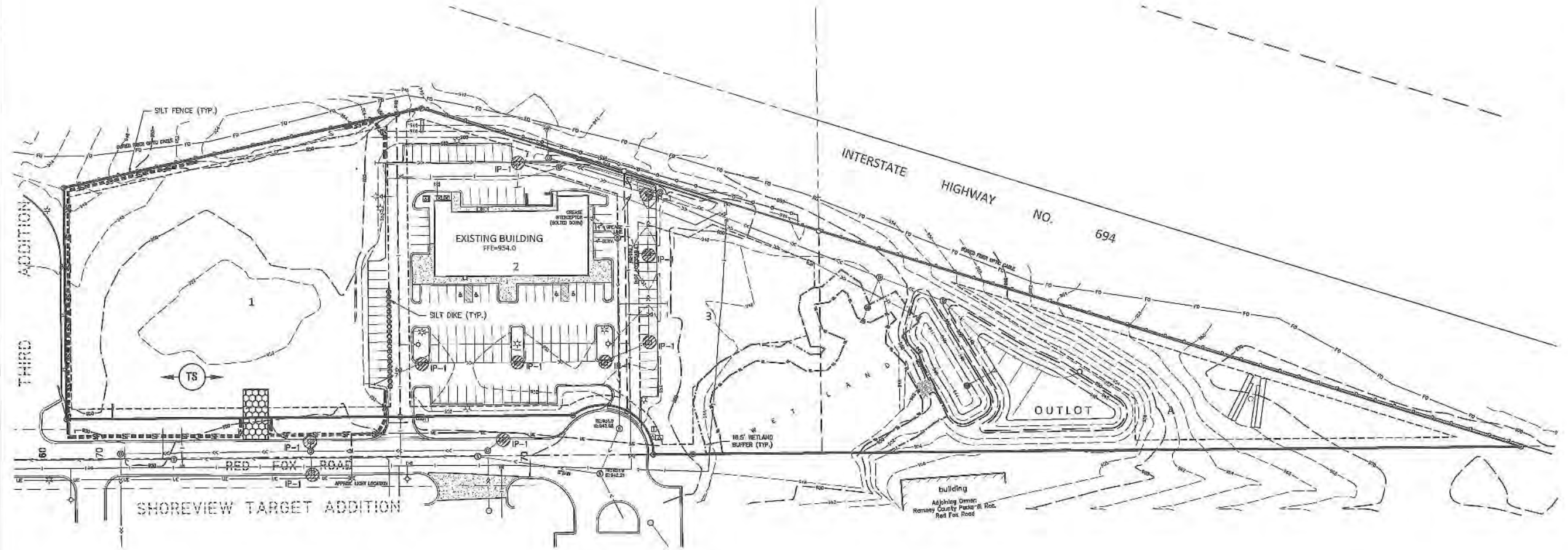
PRINT NAME: **John Bender, P.E.**
 SIGNATURE: _____
 DATE: 12-28-12 LICENSE # 48358

Revisions & Additions

Mfra Project Number 18275

Phase 1 Erosion & Sediment Control Plan

C-4.01



SEQUENCE OF CONSTRUCTION

- PHASE 1A:**

 1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
 2. PREPARE TEMPORARY EROSION CONTROL STRUCTURES.
 3. CONSTRUCT THE SILT FENCES ALONG PERIMETER OF THE SITE.
 4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
 5. INSTALL INLET PROTECTION DEVICES (IP-1).
 6. INSTALL ALL UTILITY AND CONDUIT TRENCHES (CONSIDERING CONSULTANT TO PREPARE INFORMATION ON SHIP, GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER INFILTRATION MEETING WITH OWNER AND ALL EROSION CONTROLING CONTRACTORS BEFORE PROCEEDING WITH WORKS INCLUDING CURBS AND GUTTERS, DRIVE, ROAD, SIDEWALKS, ETC.
 7. START CONSTRUCTION OF BUILDING AND STRUCTURES.

PHASE 1B:

 1. TEMPORARILY SEED EXPOSED AREAS.
 2. INSTALL UTILITIES, UNDERPASS, STORM SEWERS, CURBS AND SIDEWALKS.
 3. INSTALL OF PARKING AND OUTLET STRUCTURES.
 4. INSTALL ALL PROPOSED PERMANENT ALL STORM SEWER STRUCTURES.
 5. PREPARE SITE FOR PAVING.
 6. PAVE SITE.
 7. INSTALL WITH PROPOSED DRIVE.
 8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
 9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF NOT REQUIRED) IF REQUIRED BY THE CONTRACT.

NOTE TO CONTRACTOR:

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ON-SITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA. THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPs DESIGNED TO CORRECT PROBLEMS IDENTIFIED, AFTER FILING THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TEMPORARY CONTROL MEASURES																		
STRIP & STOCKPILE TOPSOIL																		
ROUGH GRADE / SEDIMENT CONTROL																		
TEMPORARY CONSTRUCTION ROADS																		
FOUNDATION / BUILDING CONSTRUCTION																		
SITE CONSTRUCTION																		
PERMANENT CONTROL STRUCTURES																		
FINISH GRADING																		
LANDSCAPING / SEED / FINAL STABILIZATION																		
STORM FACILITIES																		

NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

AREA SUMMARY IN ACRES - PHASE 2

PAVEMENT AREA	1.11 AC
BUILDING AREA	0.33 AC
SEEDING AREA	0.63 AC
TOTAL DISTURBED	2.07 AC
PRE-CONSTRUCTION IMPERVIOUS	0.19 AC
POST-CONSTRUCTION IMPERVIOUS	1.44 AC

* REFER TO SHEET C4.03 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	820
SILT DIKE	LINEAR FEET	100
BIO-ROLL	LINEAR FEET	0
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	10
INLET PROTECTION DEVICE (IP-2)	UNIT	0

LEGEND

PROPOSED

EXISTING

CURB & GUTTER

STORM SEWER

SANITARY SEWER

TORCHMAN (S&H)

WATERMAIN

EASEMENT

ORABTLE

GAS LINE

ELECTRIC

TELEPHONE

SPOT ELEVATION

CONTROL

RIP RAP

OVERFLOW ELEV.

EOF

XXX

SS

SS

SILT FENCE

SILT DIKE

LIMITS OF DISTURBANCE

SOIL BORINGS

DIRECTION OF OVERLAND FLOW

TEMPORARY DIVERSION

CATCH

CHECK DAM

LIMITS OF DRAINAGE

SUB-BASIN

BIO-ROLL

INLET PROTECTION DEVICE 1

INLET PROTECTION DEVICE 2

TEMPORARY STORAGE

CONSTRUCTION ENTRANCE

TEMPORARY SEDIMENT BASIN

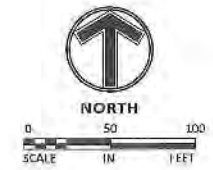
TEMPORARY STORAGE AND PARKING AREA

TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)

SB

TS

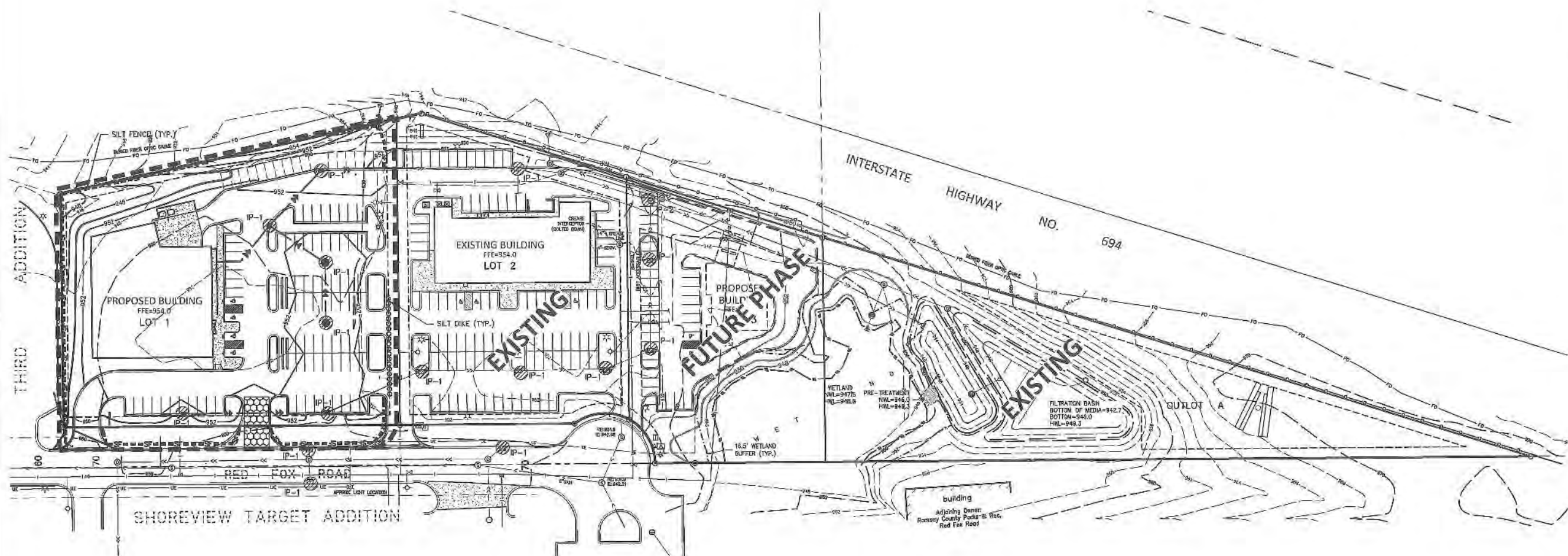
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Venture Pass Partners LLC

Trader Joe's

Shoreview, Minnesota



SEQUENCE OF CONSTRUCTION

PHASE IAC:

2. IDENTIFY TRANSFER CRITICALITY OF STRUCTURE
3. PROVIDE TEMPORARY SUPPORT AND STIFFENING
4. CONSTRUCT THE FULL BRIDGE & TEMPORARILY SUPPORT 50% OF TRUSSES
5. CONSTRUCT THE DOWNCAST AND SLOTTED TRAP BRIDGE
6. WATER 10% PROTECTION IN BRIDGES IN FTS
7. CALL ALL PARTIES AND NOTIFY THE CIVIL ENGINEERING CONSULTANT TO
 CONDUCT INSPECTION OF BRIDGE, SPECIAL CONTRACTOR S41, SCHEDULED AND
 PERFORM INSPECTION WATER THE CONSTRUCTION MEETING WITH BRIDGE AND ALL
 GRADUATE ENGINEERS AND SPECIALISTS ON THE PROCEEDING WITH BRIDGE FOR
 TRUCK AND BRIDGE SITE
8. BEGIN DRAINING THE SITE
9. START CONSTRUCTION OF BRIDGE AND SPECIAL TRUSS

PHASE IB:

1. TEMPORARY MED. REMED. WORKS.
2. PREPARE ALL LOTS, PLANTINGS, STONE WORKS, CURBS AND EUTERS.
3. INSTALL REPAIR AND PATCH UP STRUCTURES.
4. PREPARE ALL PRELIMINARY MATERIALS AND CONSTRUCTION MATERIALS.
5. PREPARE SITE FOR PAVING.
6. PAVEMENT.
7. PREPARE ALL FINISHING WORKS.
8. COMPLETION OF ALL FINAL PRESENTATION AND PLANNING.
9. REVERT ALL TEMPORARY DESIGN AND ELEMENT CONTROL DEVICES (WHICH ARE IN PLACE) TO BE REMOVED BY THE CONTRACT.

NOTE TO CONTRACTOR:

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ONSITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA. THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BAIRS DESIGNED TO CORRECT PROBLEMS IDENTIFIED. AFTER REVISIONS TO THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER. TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

[illegible]

NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

AREA SUMMARY IN ACRES - PHASE 2

PAVEMENT AREA	1.11 AC
BUILDING AREA	0.33 AC
SEDED AREA	0.03 AC
TOTAL DISTURBED	2.07 AC
PRE - CONSTRUCTION IMPERVIOUS	0.13 AC
POST - CONSTRUCTION IMPERVIOUS	1.34 AC

* REFER TO SHEET C4.03 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	620
SILT DIKE	LINEAR FEET	100
BIG-ROLL	LINEAR FEET	0
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	15
INLET PROTECTION DEVICE (IP-2)	UNIT	1

LEGEND

PROPOSED

EXISTING

STORM SEWER

SANITARY SEWER

WATERWAY

EASEMENT

DRAIN TILE

GAS LINE

ELECTRIC

TELEPHONE

SPOT ELEVATION

CONTROL

RIP RAP

OVERFLOW ELEV.

SALT FLOW

SILT LINE

LIMITS OF DISTURBANCE

SOIL BORINGS

DIRECTION OF OVERLAND FLOW

TEMPORARY DIVERSION DITCH

CHECK DAM

LIMITS OF DRAINAGE

SUB-BASIN

RIP-POLL

INLET PROTECTION DEVICE 1

INLET PROTECTION DEVICE 2

TEMPORARY STONE CONSTRUCTION ENTRANCE

TEMPORARY SEDIMENT BASIN

TEMPORARY STORAGE AND PARKING AREA

TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)

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TSM



5555 22 04 81

Venture Pass Partners LLC
Trader Joe's
Shoreview, Minnesota



ALL ARCHITECTURAL AND ENGINEERING DRAWINGS ARE IN CONFIDENCE AND DISSEMINATION MAY NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ARCHITECT. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE, ARE HEREBY SPECIFICALLY RESERVED.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTERNAME: John Bender, P.E.

SIGNATURE _____

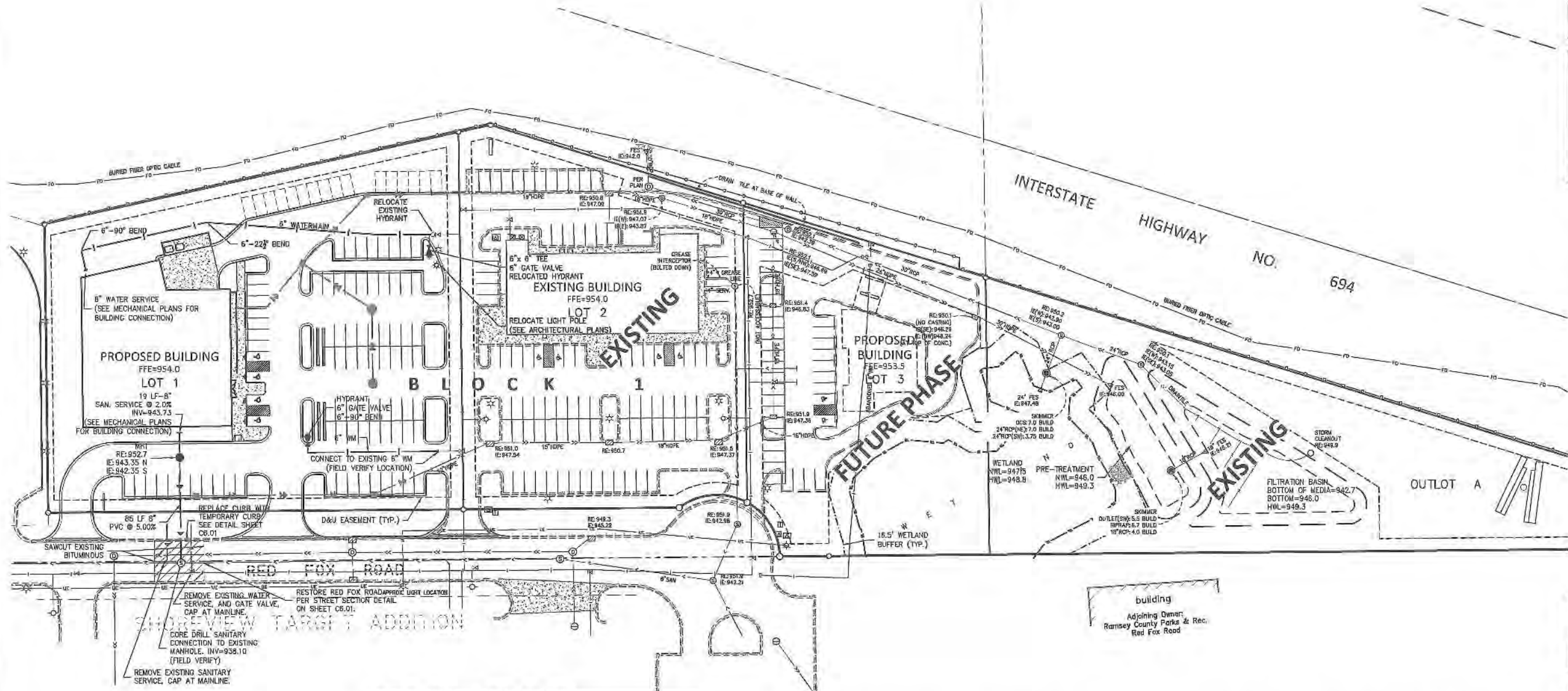
DATE: 11-29-12 LICENSE #: 43350

References & Bibliography

MIRA Project Number: 6275

Sanitary Sewer &
Watermain Utility Plan

C-5.01



UTILITY CONSTRUCTION NOTES

- A. THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CFAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.

1. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE TO CITY REQUIREMENTS.
 2. CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF THE CONTRACTOR
 3. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN (BUILDING, STORM AND SANITARY) CROSSINGS.
- ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
1. ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
 2. ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
 3. ALL WATERMAIN TO BE DUCTILE IRON- CLASS 52, WITH 7.5 FEET MINIMUM COVER.
 4. ALL STORM SEWER PIPE TO BE REINFORCED CONCRETE PIPE WITH R-4 JOINTS, AND RUBBER GASKETS.
 5. RIP RAP SHALL BE MIN/DOT CLASS 3.

- C. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBLE, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS AND EXACT LOCATION OF LIGHT POLES.
- D. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR, BY CALLING GOPHER STATE ONE CALL AT 854-0002.

- K. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- F. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- G. ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
- H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAREMS AND LIGHTS TO MAINTAIN THE MINIMUM LEVEL OF SAFETY WHEN NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- I. ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS' ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER.

A GEOTECHNICAL ENGINEERING REPORT HAS BEEN COMPLETED BY:

COMPANY: BRAUN INTERTEC CORPORATION
ADDRESS: 1826 BUERKLE ROAD, ST. PAUL, MN 55110
PHONE: 651-487-3245
DATED: NOVEMBER 18, 2008; MARCH 5, 2010 & NOVEMBER 20, 2012

THE CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.

1. PRIOR TO PLACEMENT OF AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL

DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.

- THE TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS. HE/WHO WILL BE REQUIRED TO PROTECT THE TREES WHICH ARE TO BE SAVED TO BE SURE THAT EQUIPMENT IS NOT NEEDLESSLY OPERATED UNDER NEARBY TREES AND SHALL EXERCISE EXTREME CAUTION IN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, HE SHALL CONTACT THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF THE OPERATION. SHOULD THE CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY DAMAGE. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE.
- ALL PROPOSED HYDRANTS SHALL COMPLY WITH THE CITY OF SHERBORN SPECIAL PROVISIONS. (SEE SHEET C-5-D)

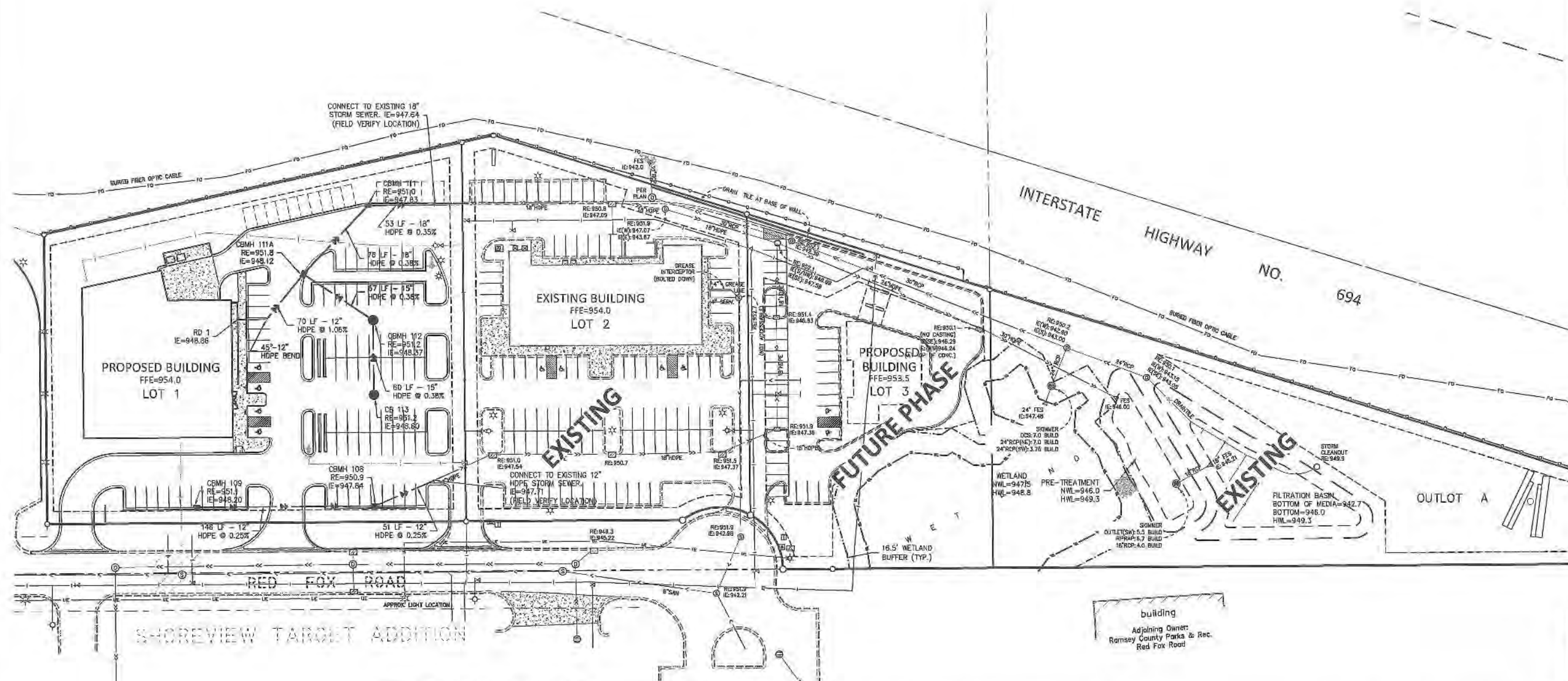
LEGEND

	PROPOSED	EXISTING
CURB & GUTTER		
STORM SEWER		
SANITARY SEWER		
FORCEMAIN (SAN.)		
WATERMAIN		
EASEMENT		
DRAINFILE		
GAS LINE		
ELECTRIC		
TELEPHONE		

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CLASSE 34-02, TITLED "STANDARD GUIDELINES FOR THE DETECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOVERNOR STATE OR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO ACTIVE DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.





LEGEND

	PROPOSED	EXISTING
CURB & GUTTER	---	---
STORM SEWER	---	---
SANITARY SEWER	---	---
FORCEMAIN (S&M)	---	---
WATERMAIN	---	---
EASEMENT	---	---
DRAINILE	---	---
GAS LINE	---	---
ELECTRIC	---	---
TELEPHONE	---	---

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A MINIMUM QUALITY. THE QUALITY OF THE INFORMATION SHOWN ON THESE PLANS IS BASED ON THE QUALITY OF THE INFORMATION PROVIDED BY THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION.

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- A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER MAIN AND SEWER MAIN (BUILDING, STORM AND SANITARY) CROSSINGS.
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- ALL STORM SEWER PIPE TO BE REINFORCED CONCRETE PIPE WITH R-4 JOINTS, AND RUBBER GASKETS.
- RIP RAP SHALL BE MIN/DOT CLASS 3.
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- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
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- ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER.

GEOTECHNICAL ENGINEERING REPORTS HAVE BEEN COMPLETED BY:

COMPANY: BRAUN INTERTEC CORPORATION
ADDRESS: 1825 BUHINKLE ROAD, ST. PAUL, MN 55110
PHONE: 651.487.3245
DATED: NOVEMBER 18, 2008; MARCH 5, 2010 & NOVEMBER 20, 2012

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**SPECIAL PROVISIONS
TO THE
STANDARD WATER SPECIFICATION**

SPECIFICATIONS WHICH APPLY

The performance of the work, the material requirements, the basis of measurement, laying requirements and payment for the various portions of the work, shall be in accordance with the appropriate sections of the City Engineers Association, "Standard Utilities Specifications for Water Main and Service Line Installation and Sanitary Sewer and Storm Sewer Installation," 1999 edition, except as altered or modified by these Special Provisions.

City of Shoreview contact for utilities is Kevin Chmielewski, Utilities Supervisor at 651-490-4661.

L. MATERIALS

L.1 Ductile Iron Pipe

Water main pipe material shall be Ductile Iron Pipe, Class 53 unless otherwise noted. All Ductile Iron Pipe shall be tar-coated and cement-lined, conforming to the requirements of AWWA C-104.

All water main materials furnished and installed under this contract shall be of domestic manufacture and furnished by a manufacturer having notable reputation within the industry.

All new DIP water main furnished and installed under this contract shall have an 8-mil polyethylene encasement conforming to ANSI/AWWA C900/A21.3.

All sections of water main shall have an external copper jumper strap capable of meeting the conductivity requirements.

L.2 HDPE Pipe

All HDPE Pipe shall be installed with a continuous, insulated, solid #10 gauge copper wire for location purposes by means of an electric line tracer. All tracer wires must be run to gate valves or location boxes placed by the contractor.

SW-1

L.3 Fire Hydrants

Fire hydrants shall be Watrous Fitter conforming to AWWA C-602. If the water table is above the water main, the drains in the hydrants shall be plugged. The hydrant bury length, measured from the bottom of the branch pipe connection to the finished ground line at the hydrant, shall be 8'-0".

The Contractor shall provide the City one hydrant wrench for the first hydrant installed and one wrench for every additional five hydrants installed.

All hydrant extensions of two (2) feet or more shall include the replacement of the standard operating rod with a one-piece larger-diameter operating rod. The use of rod extenders will not be accepted without prior approval of the Engineer.

All fire hydrants shall be furnished with a red FlexStake 804-R-EI 4-foot hydrant marker, as manufactured by FlexStake, or approved equal.

L.4 Valves and Valve Housing

Valve housings shall be Tyler cast iron adjustable 3-piece Buffalo-type with minimum +6" vertical adjustment. The word "WATER" shall be imprinted on the lid.

Valves less than 12" shall be Watrous APC-2500 ductile iron resilient wedge valve or approved equal and shall be supplied with a Torque Controlling Device as manufactured by American Flow Control or approved equal.

The Contractor shall provide the City one valve wrench for the first valve installed and one wrench for every additional five valves installed.

L.5 Curb Stop & Box

Curb stop shall be Mueller H5159, Mark II, Oriscut or approved equal with copper service pipe inlet and outlet.

Curb boxes shall be 4" Mueller split box.

L.6 Corporation Cock

Corporation stops shall be Mueller 11-15000 or approved equal with AWWA threaded inlet and AWWA copper service pipe outlet.

L.7 Ductile Iron Fittings

All DIP fittings shall be American or Canadian made steel and be epoxy coated.

SW-2

L.8 Restrained Joint Restrainer Glands

All nuts and bolts shall be core bolt or "blue bolt". Stainless steel nuts and bolts are not acceptable for restrained joints. All tie rod type restrainers shall be stainless steel. Coated or zinc plating of tie rods or nuts and bolts is not acceptable.

2. CONSTRUCTION REQUIREMENTS

2.1 Interruption of Water Service

Only representatives of the City are permitted to operate valves on water mains with City water pressure. The Contractor shall provide the City a minimum of 48 hours notice on all requests to take a water main out of service and shall be only at off-peak times.

2.2 Temporary Water Service

Prior to reconstruction of the watermain, the Contractor shall furnish all affected properties with a temporary water system as approved by the Engineer. This system must be closely monitored and checked on weekends. Upon completion of the watermain replacement, the Contractor shall promptly disconnect and remove all materials of the system.

2.3 Adjust Curb Stops

The contractor is required to adjust all existing curb boxes within the project limits. This shall include raising all curb boxes to the surface of the ground after the road has been laid. All curb boxes that are located within a bituminous or concrete surface shall have a casting installed over the curb box. The casting shall be a Field meter box A-1 type casting that is furnished by the contractor.

3. TESTING PIPE LINES

The pressure test and the electrical conductivity test shall be performed on all water lines. Any defects found as a result of the tests shall be corrected by the Contractor with material and in a manner acceptable to the Engineer at no cost to the Owner. Following such corrective measures, the portion of the project found defective shall be retested until proven satisfactory. The following are the testing requirements for the Water main system:

- Pressure Test - 150 psi - 2 hour duration with no psi drop

SW-3

- Conductivity - 350 nappets for 5 minutes (DIP only)
- Bacteria test to be completed by the City Utilities Department

The City requires that the water main pressure testing shall be conducted on all fittings and connections. If pressure testing connections or fittings are not able to be done on this project it is the Engineer's discretion to require the contractor to provide a visual inspection of a mechanical joint. All costs with this type of testing is the responsibility of the contractor.

A pressure gauge attached to a fire hydrant to monitor pressure for pressure testing shall not be allowed. A corporation stop shall be installed on the test section of water main with copper piping extending to grade to allow the monitoring of pressure with a pressure gauge. After the pressure test is complete the copper piping shall be removed and the corporation stop shall be abandoned in place. All materials, labor, and equipment required to monitor pressure shall be considered incidental to the installation of the water main.

Pressure testing gauges shall be in one PSI increments and all pressure gauges shall have a reflective backing for cycling proper alignment and measuring of the testing gauge. Other gauges are not acceptable for pressure testing.

3.1 Hydrostatic Testing of HDPE Pipe

After the pipe has been installed, including fittings, valves, and blocking the pipe shall be subjected to hydrostatic testing as follows:

- Fill the pipeline with water to a test pressure that is 1.5 times the design pressure and allow the pipe to expand. During the initial expansion, sufficient make-up water shall be added to the system at hourly intervals to maintain the test pressure. Continue adding make-up water until initial expansion of the pipeline is complete.
- After initial expansion is complete the pipe shall be subjected to a constant test pressure of 1.5 times the design pressure for 2-hours, after which time any water deficiency must be replaced and measured. Add and measure the amount of make-up water required to return to the test pressure, which shall not exceed the following:
 - o Nominal Pipe Size 6-inch - 0.6-gallons/100-feet of pipe
 - o Nominal Pipe Size 8-inch - 1.0-gallons/100-feet of pipe
 - o Nominal Pipe Size 10-inch - 1.5-gallons/100-feet of pipe
 - o Nominal Pipe Size 12-inch - 2.3-gallons/100-feet of pipe

SW-4

- Under no circumstances shall the total time the pipe is under test pressure exceed 8 hours. If the test cannot be completed within this time limit, pressure shall be removed from the test section and the pipe shall remain without pressure for a minimum of 8-hours prior to the next test sequence.

Air testing of pipe shall not be allowed.

3.2 Pressure Test Against Existing Valves

Where existing valves must be hydrostatically tested against water main installation, such valves shall be tested before any extension is made to determine any defective sealing or non-testability. The existing condition of the valve shall be reported to the Engineer and a determination will be made as to whether it shall be replaced, tested against with allowances provided, or a temporary test plug installed for purposes of the hydrostatic test, with a drilled connection made after testing is completed.

4. PIPELINE BACKFILLING OPERATIONS

4.1 Pipeline Backfilling Operations

Densities will be measured by the Standard Proctor Density and shall meet the following requirements:

- 1) Trenches below the roadbed and in the upper three feet of the roadbed shall be compacted to 100% Standard Proctor Density.
- 2) Trenches below the roadbed and below the upper three feet of the trench shall be compacted to 95% Standard Proctor Density.
- 3) Trenches outside of the roadbed shall be compacted to 90% Standard Proctor Density.

5. METHODS OF MEASUREMENT AND PAYMENT

5.1 Water Main Disinfection

The cost of performing the necessary water main disinfection tests shall be considered incidental to the cost of installing water main.

SW-5

5.2 DIP Water Main

Ductile Iron Pipe for each pipe size shall be paid at the contract unit price per linear foot and shall be considered payment in full for the new pipe installation, pressure testing and disinfection.

5.3 DIP Fittings

All DIP Fittings will be paid for on per pound basis or as specified in the proposal.

5.4 Polyethylene Encasement

Polyethylene encasement shall be incidental to the installation of ductile iron pipe.

5.5 Bulkhead and abandon existing water main

Bulkhead and abandon existing water main shall include material, supplies, equipment, and labor to properly abandon and fill the water main with sand.

5.6 Remove Hydrant

Shall include all material, supplies, labor and equipment to remove existing hydrant and gate valves. The removed gate valve and hydrant shall become the property of the contractor.

5.7 Furnish and Install Hydrant and 6" Gate Valve

Shall include all material, supplies, labor, and equipment to furnish and install a new hydrant and gate valve.

5.8 Adjust Curb Stops

This shall include adjustment of all existing curb stops located within the project limits. The contractor is responsible to complete this work prior to closure of the project. This is incidental to the project and no compensation will be paid for this item.

END OF SECTION

SW-6



TUSHIE MONTGOMERY ARCHITECTS
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 MINNETONKA, MINNESOTA 55438-4254
 612.661.3656 FAX 612.661.3622
 WWW.TUSHIEARCHITECTS.COM



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 14800 28th Ave. N, Ste 140
 Plymouth, Minnesota 55447
 (763) 476.8010 telephone
 (763) 476.8532 facsimile
 www.mfra.com

Venture Pass Partners LLC


Trader Joe's

Shoreview, Minnesota

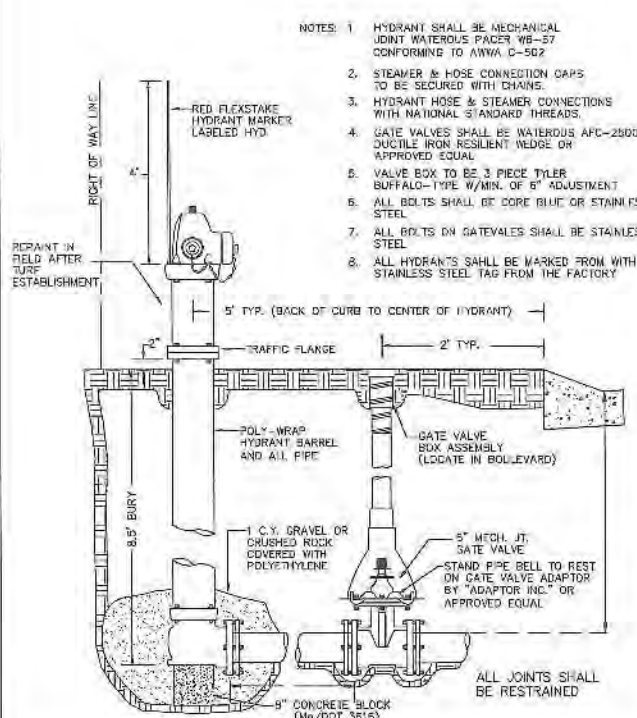
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 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: John Bender, P.E.
 SIGNATURE:
 DATE: 11/29/12 LICENSE #: 45558

mfra Project Number: 16273
 Details
 C-6.01

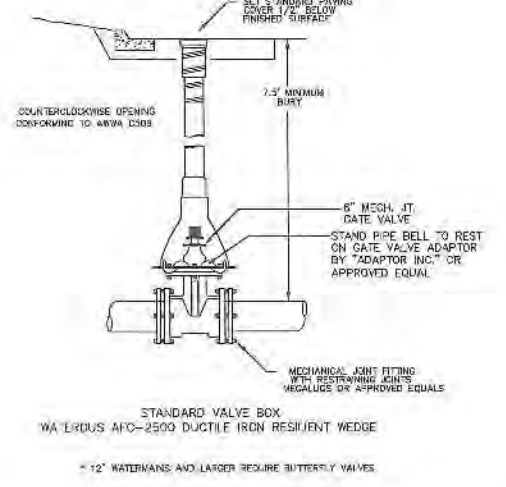

CITY OF SHOREVIEW
 ENGINEERING DEPARTMENT


TYPICAL HYDRANT INSTALLATION
 ENGINEERING DEPARTMENT
 FEBRUARY 2005



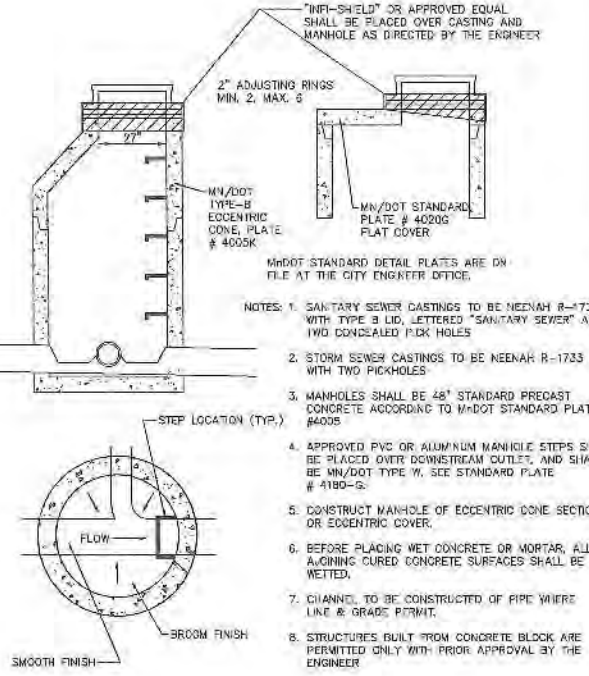

CITY OF SHOREVIEW
 ENGINEERING DEPARTMENT


GATE VALVE AND BOX TYPICAL INSTALLATION
 ENGINEERING DEPARTMENT
 SEPTEMBER 2004



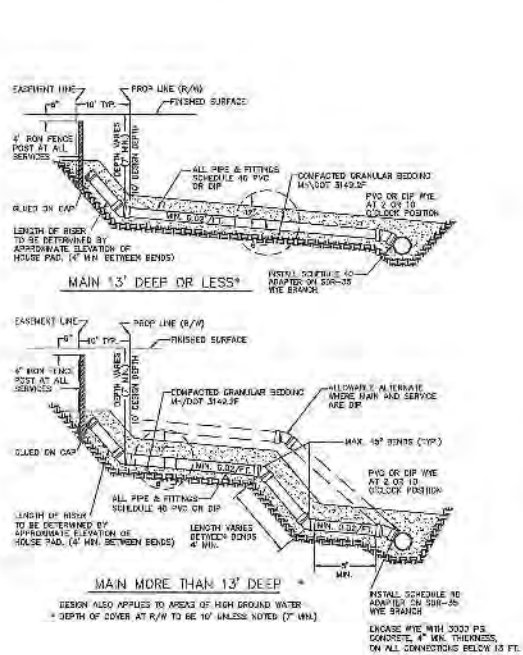

CITY OF SHOREVIEW
 ENGINEERING DEPARTMENT


STANDARD MANHOLE STORM OR SANITARY
 ENGINEERING DEPARTMENT
 FEBRUARY 2005



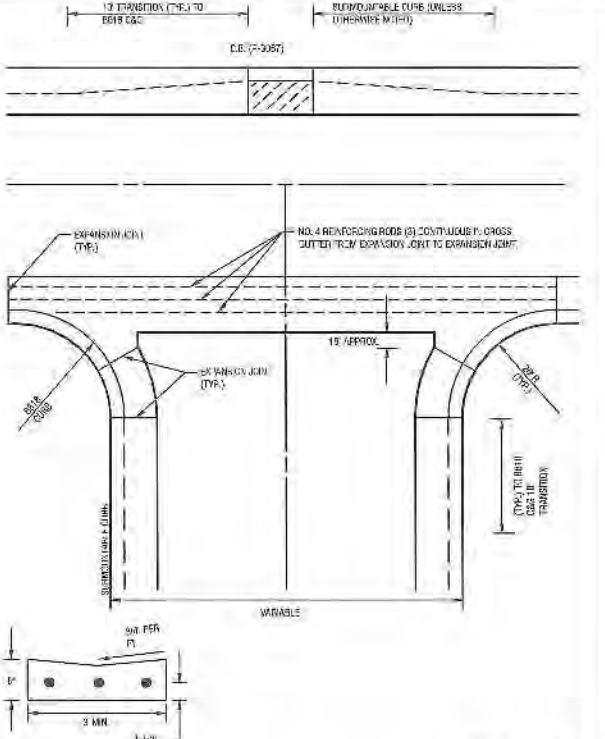

CITY OF SHOREVIEW
 ENGINEERING DEPARTMENT


SANITARY SEWER SERVICE TYPICAL INSTALLATION
 ENGINEERING DEPARTMENT
 FEBRUARY 2005



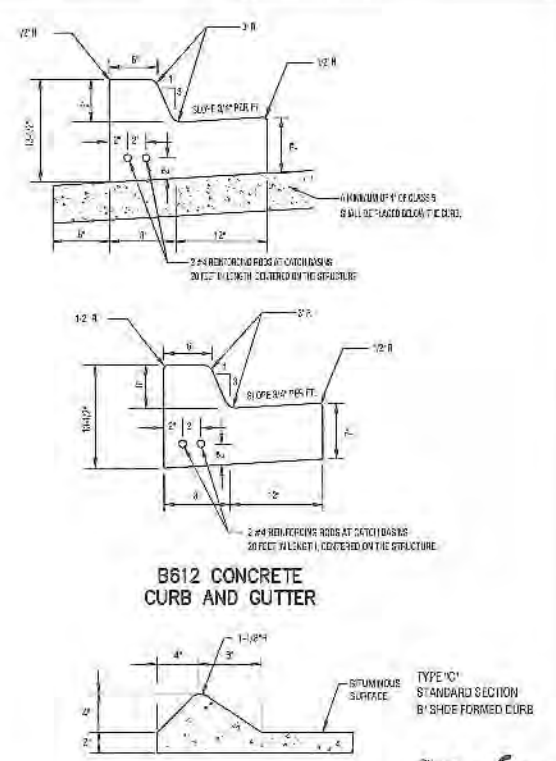

CITY OF SHOREVIEW
 ENGINEERING DEPARTMENT


CONCRETE CROSS GUTTER
 ENGINEERING DEPARTMENT
 NO SCALE



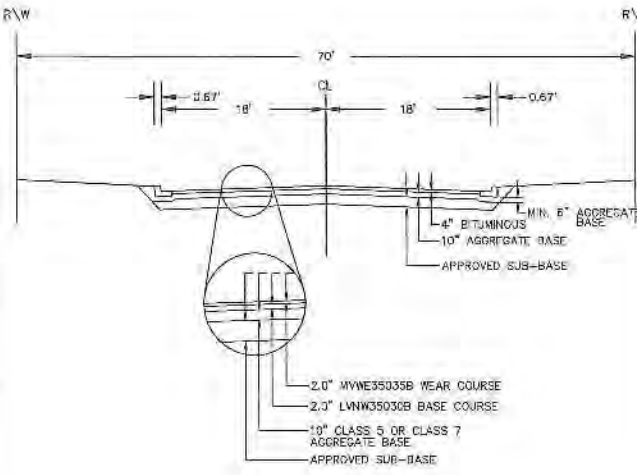

CITY OF SHOREVIEW
 ENGINEERING DEPARTMENT

B612 CONCRETE CURB AND GUTTER
 ENGINEERING DEPARTMENT
 NO SCALE




CITY OF SHOREVIEW
 ENGINEERING DEPARTMENT

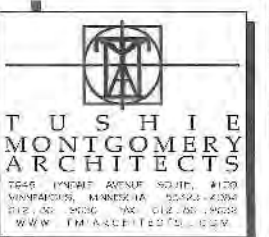
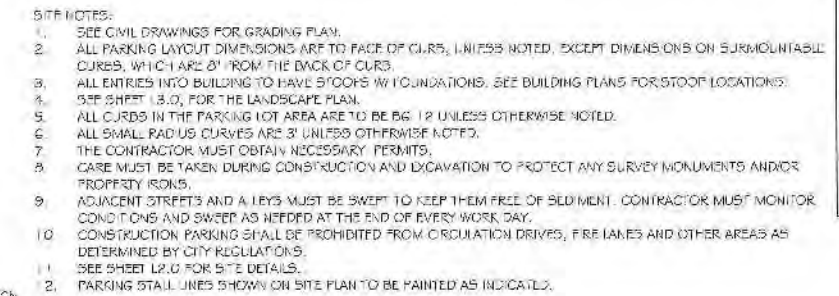
TYPICAL SECTION RED FOX ROAD
 ENGINEERING DEPARTMENT
 MODIFIED BY MRA



Impervious - Lot 1	62470 SF	69.3%
Pervious - Lot 1	27684 SF	30.7%
Grand total	90154 SF	100.0%

IMPERVIOUS - PARKING	48,081.6 SF 86%
PERVIOUS - PARKING	7,343.4 SF 14%
Grand total	56,025.0 SF

PARKING SPACES	85
PROOF OF PARKING	16
Grand total:	101



TRADER JOE'S
SHOREVIEW, MINNESOTA

PREPARED FOR:



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PRINT NAME: IRISAN LOCKMAN

SIGNATURE:

DATE: _____ LICENSE #: 48523

Revisions & Addenda

212123

SITE PLAN - TRADER
JOE'S CONSTRUCTION

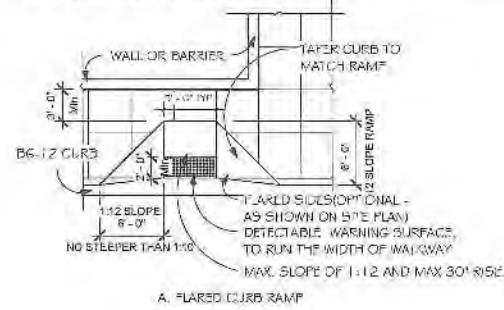
L1.1

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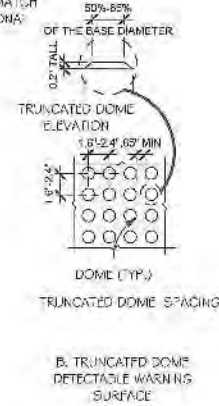
① SITE PLAN - TRADER JOE'S CONSTRUCTION
SCA.F 1" = 20'-0"



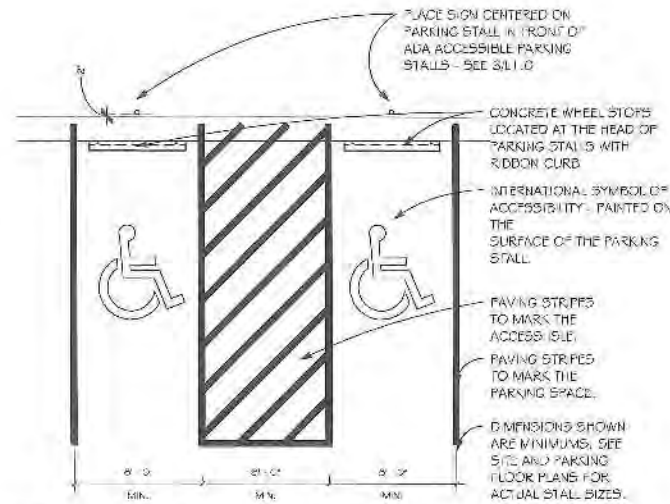
- NOTES:
1. TRUNCATED DOME AREA SHALL CONTRAST VISUALLY WITH ADJACENT SURFACES, EITHER LIGHT ON DARK OR DARK ON LIGHT.
 2. THE ENGINEER MAY MODIFY THE GEOMETRICS OF THE RAMP AS NECESSARY TO MATCH EXISTING CONDITIONS, AVOID OBSTRUCTIONS, OR OTHER REASONS. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR THESE MODIFICATIONS.
 3. REFER TO SITE PLAN FOR LOCATIONS.



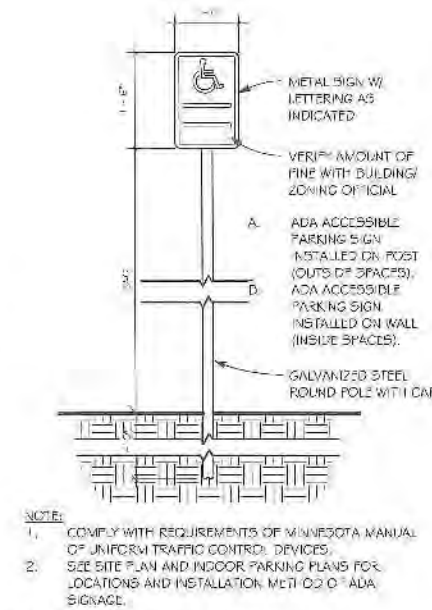
1 PEDESTRIAN SIDEWALK RAMP
SCALE: 1/8" = 1'-0"



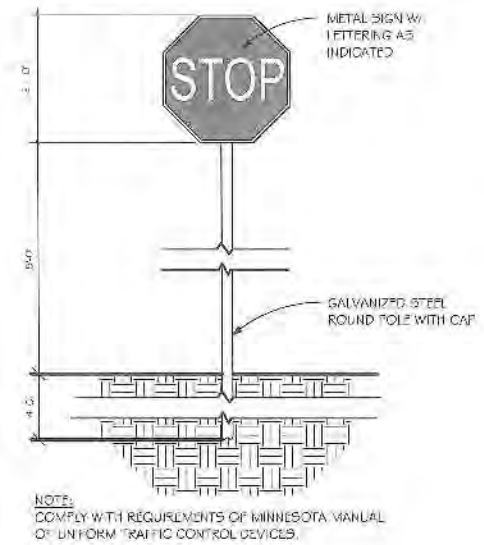
2 ADA PARKING STALL LAYOUT
SCALE: 3/4" = 1'-0"



3 HANDICAP SIGN
SCALE: 3/4" = 1'-0"

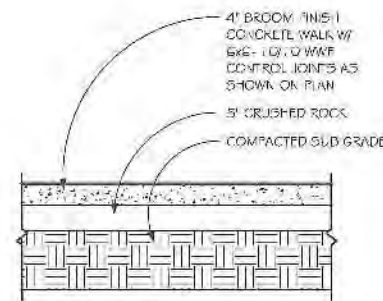


4 STOP SIGN
SCALE: 3/4" = 1'-0"

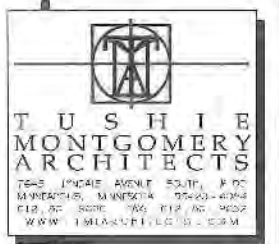
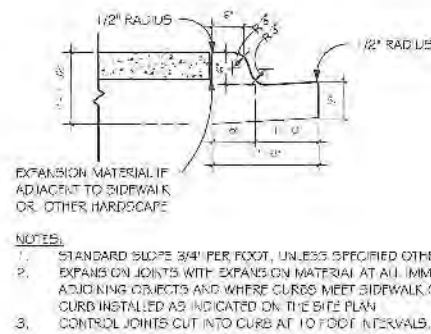


5 STEEL BOLLARD - IN GROUND
SCALE: 3/4" = 1'-0"

6 SIDEWALK DETAIL
SCALE: 3/4" = 1'-0"



7 B6-12 CURB
SCALE: 3/4" = 1'-0"



TRADER JOE'S
SHOREVIEW, MINNESOTA



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PRINT NAME: JORDAN LOCKMAN
SIGNATURE: _____
DATE: _____ LICENSE # 48523

Revisions & Addendums

2/2/23

SITE DETAILS

L2.0

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**TUSHIE
MONTGOMERY
ARCHITECTS**
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TRADER JOE'S
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PRINT NAME: JERIAN GOODMAN
SIGNATURE: _____
DATE: _____ LICENSE #: 48623

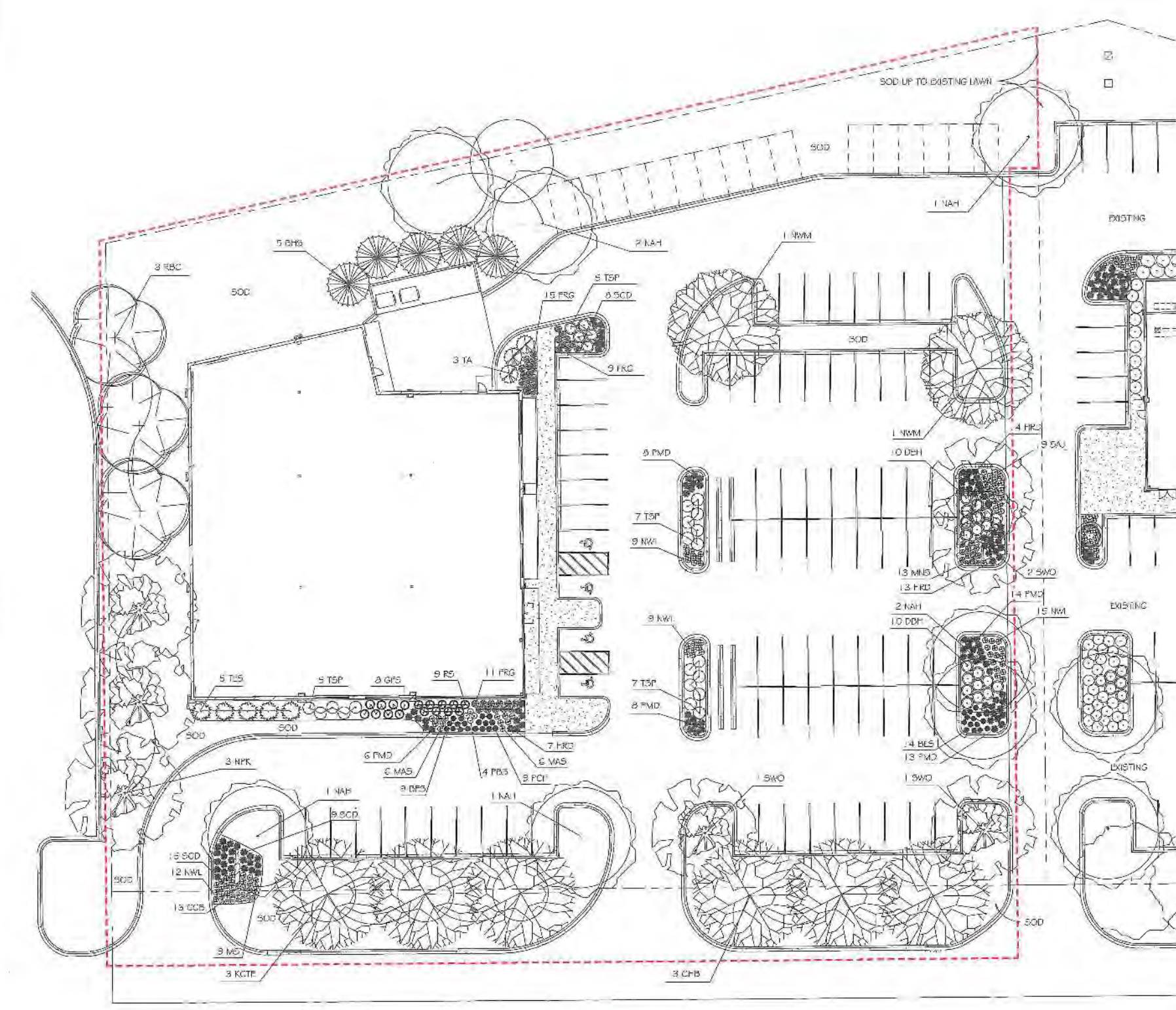
Revisions & Addendum

2/21/23

**LANDSCAPE PLAN -
TRADER JOE'S
CONSTRUCTION**

L3.1

Planting Schedule - Three Year			
Common Name	Count	Botanical Name	Size
1. Deciduous Tree			
Common Hackberry (CIB)	2	<i>Celtis occidentalis</i>	10' Caliper Ball and Bunker
Kentucky Coffeetree (KCT)	5	<i>Gymnocladia dioica</i> 'Lutea' var.	20' Caliper Ball and Bunker
Red-twigged Dogwood (RWD)	7	<i>Cornus alternifolia</i> 'Red Twig'	2.5' Caliper Ball and Bunker
Red-twigged Dogwood (RWD)	5	<i>Cornus alternifolia</i> 'Red Twig'	2.5' Caliper Ball and Bunker
Red-twigged Dogwood (RWD)	5	<i>Cornus alternifolia</i> 'Red Twig'	2.5' Caliper Ball and Bunker
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Red-twigged Dogwood (RWD)	5	<i>Cornus alternifolia</i> 'Red Twig'	2.5' Caliper Ball and Bunker
Red-twigged Dogwood (RWD)	5	<i>Cornus alternifolia</i> 'Red Twig'	2.5' Caliper Ball and Bunker
2. Evergreen Tree			
Black Hills Spruce (BHS)	5	<i>Picea canadensis</i>	20' Caliper Ball and Bunker
Blue Spruce (BS)	5	<i>Picea canadensis</i>	20' Caliper Ball and Bunker
3. Shrub			
Red-twigged Dogwood (RWD)	25	<i>Cornus alternifolia</i>	15' Container
Red-twigged Dogwood (RWD)	25	<i>Cornus alternifolia</i>	15' Container
Red-twigged Dogwood (RWD)	25	<i>Cornus alternifolia</i>	15' Container
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Red-twigged Dogwood (RWD)	25	<i>Cornus alternifolia</i>	15' Container
Red-twigged Dogwood (RWD)	25	<i>Cornus alternifolia</i>	15' Container
4. Perennial			
Red-twigged Dogwood (RWD)	15	<i>Cornus alternifolia</i>	15' Container
Red-twigged Dogwood (RWD)	15	<i>Cornus alternifolia</i>	15' Container
Red-twigged Dogwood (RWD)	15	<i>Cornus alternifolia</i>	15' Container
Red-twigged Dogwood (RWD)	15	<i>Cornus alternifolia</i>	15' Container
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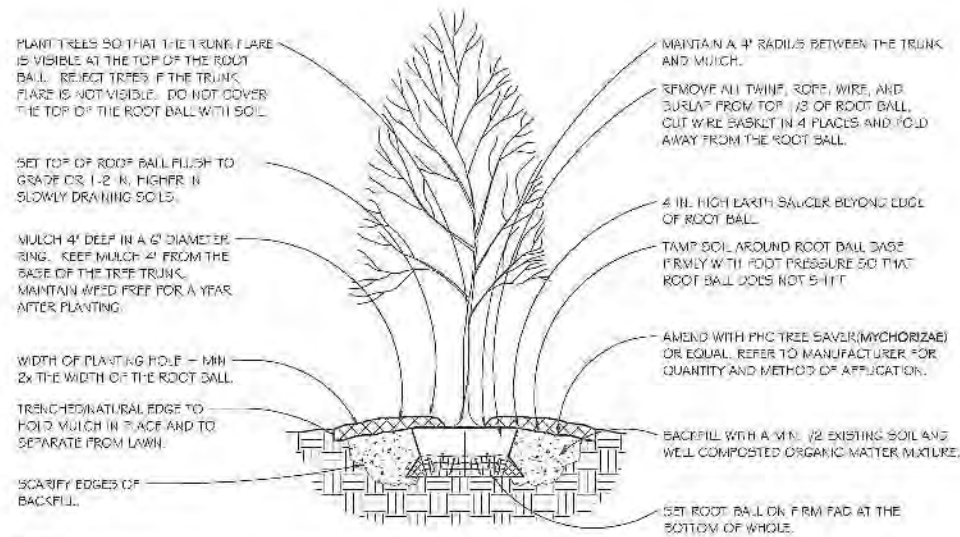


LANDSCAPE PLAN - TRADER JOE'S CONSTRUCTION

SCALE: 1" = 20'-0"

1.3% OPEN SPACE
PARKING LOT LANDSCAPING:
AN AREA EQUAL TO 20% OF PARKING AND DRIVEWAY SURFACE SHALL BE DESIGNED WITH LANDSCAPE ISLANDS CAN BE REDUCED TO 10% WITH QUALIFYING DESIGN ELEMENTS SATISFIED.
LANDSCAPE ISLANDS TO BE A MIN. OF 324 SF
SHADE TREES SHALL BE USED FOR THE PERIMETER OF PARKING AREA AND ISLAND LANDSCAPING AT A RATE OF 1 TREE / 10 STALLS AND 30 SETBACK FROM CURBS
OVERSTORY TREES REQUIRED IN AND AROUND PARKING LOTS -
LOT 1 - 25 SPACES + 10 PROOF OF PARKING = 101 SPACES (10 TREES REQUIRED)
LOT 2 - 22 SPACES + 22 PROOF OF PARKING = 104 SPACES (10 TREES REQUIRED)
LOT 3 - 28 SPACES + 7 PROOF OF PARKING = 30 SPACES (3 TREES REQUIRED)
PROPOSED OVERSTORY TREES AT PARKING LOT PERIMETER & ISLANDS = 40 TREES

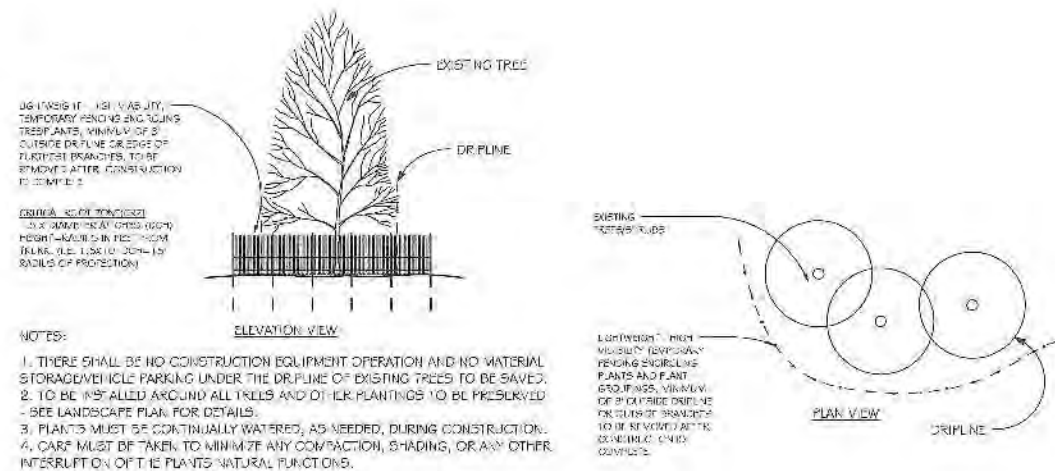
LANDSCAPE REQUIREMENTS:
1. TREES / 10 PARKING SPACES
MIN. 1.5% SITE LANDSCAPED OPEN SPACE ON SITE
LOADING BERTHS TO BE SCREENED BY PLANT MATERIAL, FENCE, OR FENCES.
LANDSCAPE NOTES:
1. LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF CERTIFICATION OF SUBSTANTIAL COMPLETION FOR THE PROJECT OR LATER IF INSTALLATION IS DELAYED BECAUSE OF PLANTING SEASON.
2. ALL PLANT MATERIAL SHALL MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-2004).
3. NO PLANT SHALL BE SUBSTITUTED WITHOUT AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
4. TREES SHALL ONLY BE STAKED AND GUYED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT. IN CASES OF EXTREMELY WINDY LOCATIONS AND/OR WET CLAY OR VERY SANDY SOIL, REFER TO LANDSCAPE PLAN AND DETAILS FOR SPECIFIC PLANTING INSTRUCTIONS.
5. IF THERE IS A DISCREPANCY BETWEEN PLANT QUANTITIES IN THE PLANT LIST AND THOSE GRAPHICALLY REPRESENTED, THE GRAPHIC REPRESENTATION SHALL TAKE PRECEDENCE.
6. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE LANDSCAPE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
7. IF PLANTS OR LANDSCAPE ELEMENTS CANNOT BE INSTALLED AS SHOWN ON THE LANDSCAPE PLAN, THE CONTRACTOR SHALL STAKE LOCATIONS FOR THE LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO ANY EXCAVATION OR INSTALLATION.
8. UNLESS INDICATED OTHERWISE, ALL LANDSCAPE AREAS WITHIN THE SITE BOUNDARY SHALL RECEIVE SOD. AREAS OUTSIDE THE SITE BOUNDARY WHICH HAVE BEEN DISTURBED SHALL RECEIVE SOD OR BE REPAIRED BACK TO THEIR ORIGINAL CONDITION.
9. ALL SOD AND LANDSCAPE INSTALLATIONS SHALL BE IRRIGATED, UNLESS NOTED OTHERWISE.
10. WOOD FIBER BLANKET MULCH SHALL BE APPLIED OVER SEED ON ALL SLOPES. NATIVE GRASS HAY MULCH MAY BE USED ON RELATIVELY FLAT AREAS.
11. IN AREAS WHERE AN EXISTING PARKING LOT OR DRIVE AREAS HAVE BEEN REMOVED, ALL SUB-BASE SHALL BE REMOVED AND REPLACED WITH TOPSOIL AND ORGANIC MATTER.



- NOTES:
1. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. DO NOT REMOVE TERMINAL BUDS OR BRANCHES THAT EXTEND TO THE CROWN.
 2. STAKE AND WRAP TREES ONLY IF DIRECTED BY LANDSCAPE ARCHITECT. SEE STAKING AND/OR WRAPPING DETAILS AS NEEDED.
 3. LOCATE PLANTS AS DIRECTED ON LANDSCAPE PLAN.
 4. MAKE SURE PLANTING BED SOIL IS LOOSENED AND NOT TOO WET PRIOR TO PLANTING AND AVOID SOIL COMPACTION DURING PLANTING.
 5. MULCH LAYER TO EVENLY COVER THE ENTIRE BED AREA 4\"/>

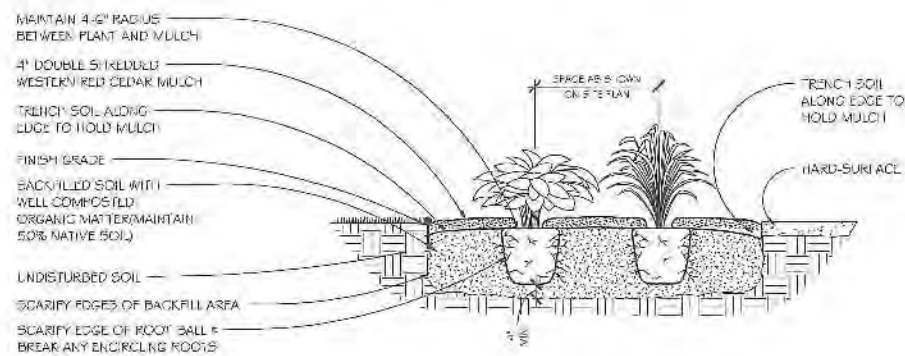
1 B&B TREE PLANTING

SCALE 1/2\"/>



3 EXISTING TREE/SHRUB PROTECTION

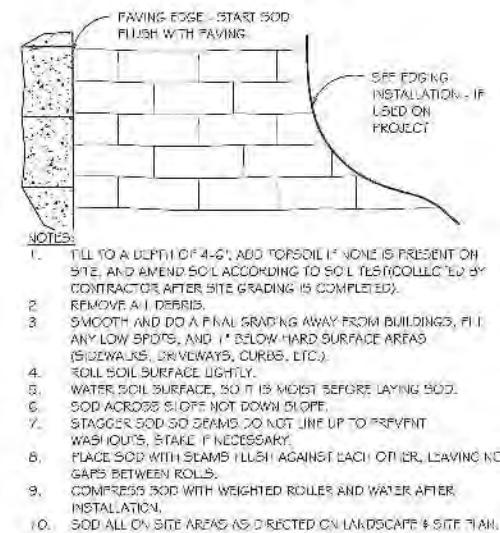
SCALE 1/16\"/>



- NOTES:
1. MAKE SURE PLANTING BED SOIL IS LOOSENED AND NOT TOO WET PRIOR TO PLANTING, WHILE AVOIDING SOIL COMPACTION DURING PLANTING.
 2. MULCH LAYER TO EVENLY COVER THE ENTIRE BED AREA 4\"/>

2 PERENNIAL & SHRUB PLANTING

SCALE 1/2\"/>



4 SOD INSTALLATION

SCALE 3/16\"/>

Bermuda 2
ARCHITECTURAL SERIES

Architectural Series
Indoor/Outdoor Wall Scenes
120, 121, 122



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Learn Grammar | Answers | Q & A



LIFE OF THE BUILDING			
Feature	MINIMUM YEAR	DESIGN YEAR	WARRANTY PERIOD
Construction, 100% C	10 YRS. C	10 YRS. C	10 YRS. C
Complete Plant and Equipment 100% C	10 Y	10 Y	10 Y
Complete Plant and Equipment 50% C	10 Y	10 Y	10 Y
Partial Plant and Equipment 50% C	10 Y	10 Y	10 Y
Partial Plant and Equipment 25% C	10 Y	10 Y	10 Y
Partial Plant and Equipment 10% C	10 Y	10 Y	10 Y




ORDERING CLUE:




[illegible][illegible]




ParkingSta




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11
































































































































































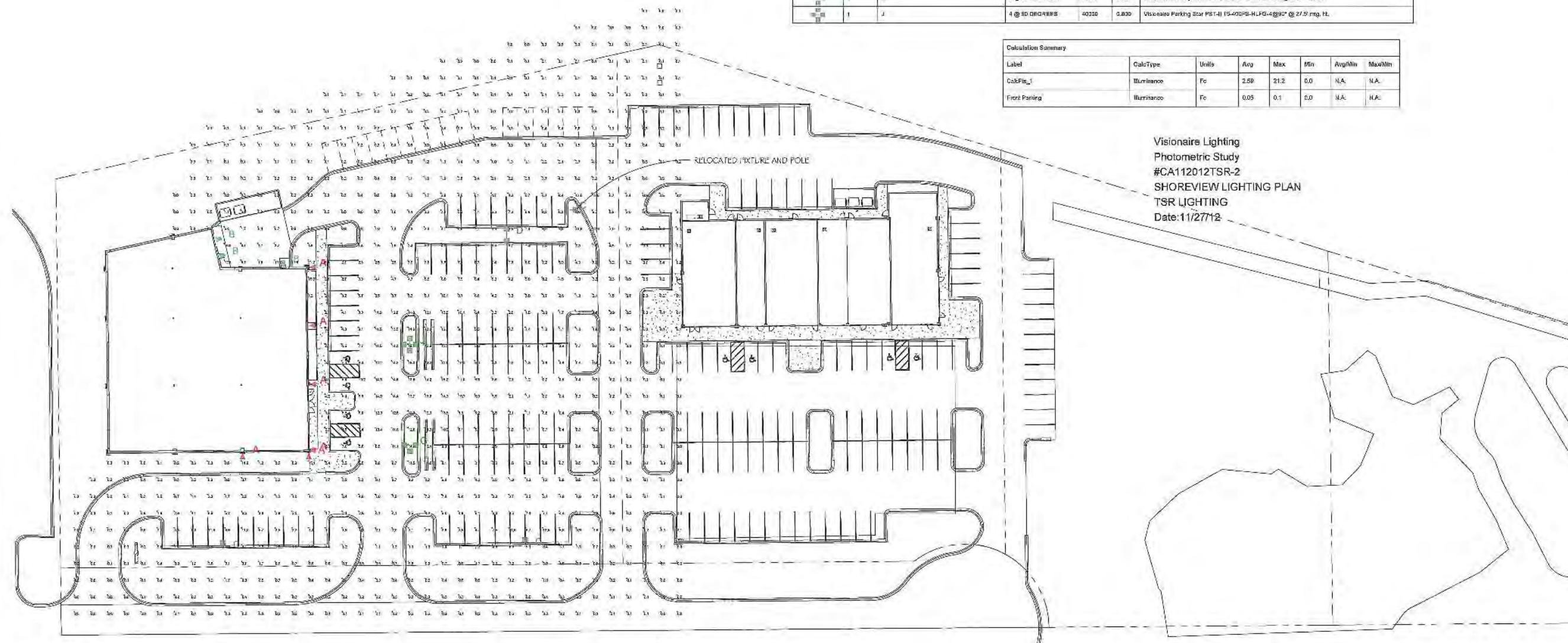






Symbol	Qty	Label	Arrangement	Lumen	LLF	Description
	6	A	SINGLE	8600	0.800	Edgewise Model# BR2XL DW/SQ M/H/100 M-TAP - 8 FEET CO(OR-CP)-C6(N 68)
	3	B	SINGLE	5000	0.800	Vitreaire Sirehoue SIL-2 TS-100PS-VM @ 10' mtg. Ht.
	3	C	SINGLE	4000	0.800	Vitreaire Parking Star PST-H TS-400PS-HLFG-SINGLE @ 27.5' mtg. Ht.
	1	D	BACK-BACK	4400	0.800	Vitreaire Parking Star PST-H TS-400PS-HLFG-TWIN @ 27.5' mtg. Ht.
	1	E	3 @ 90 DEGREES	4000	0.800	Vitreaire Parking Star PST-H TS-400PS-HLFG-T90 @ 27.5' mtg. Ht.
	1	F	4 @ 90 DEGREES	4000	0.800	Vitreaire Parking Star PST-H TS-400PS-HLFG-490 @ 27.5' mtg. Ht.

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcF15 ₁	Illuminance	Fc	2.59	21.2	0.0	N/A	N/A
F15 ₁ Pointing	Illuminance	Fc	0.05	0.1	0.0	N/A	N/A




Visionaire Lighting
Photometric Study
#CA112012TSR-2
SHOREVIEW LIGHTING PLAN
TSR LIGHTING
Date: 11/27/12

1 SITE LIGHTING PLAN - TRADER JOE'S
SCALE 1" = 30'-0"

TRADER JOE'S
SHOREVIEW, MINNESOTA

PREPARED FOR:

 **VENTURE PASS PARTNERS** LLC
A SECURITIES COMPANY

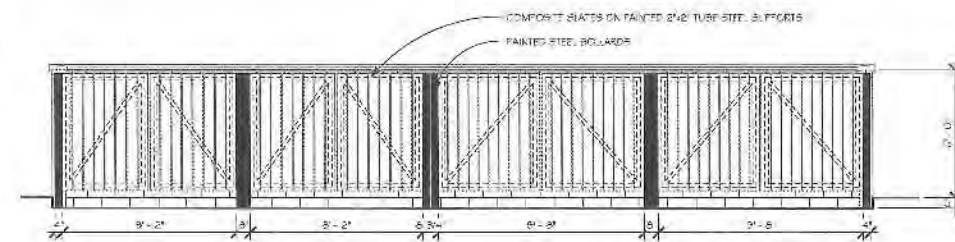
Keywords & Addressing

212125

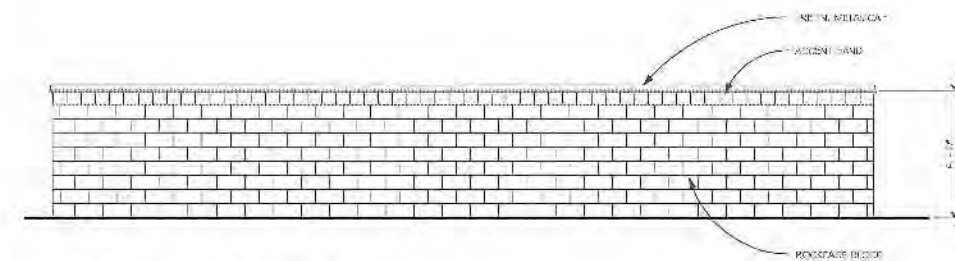
SITE LIGHTING

L5.0

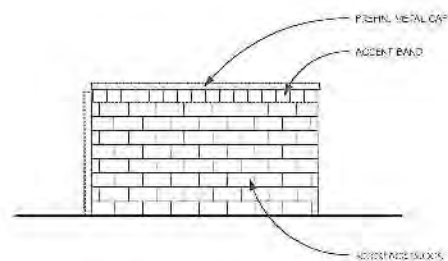
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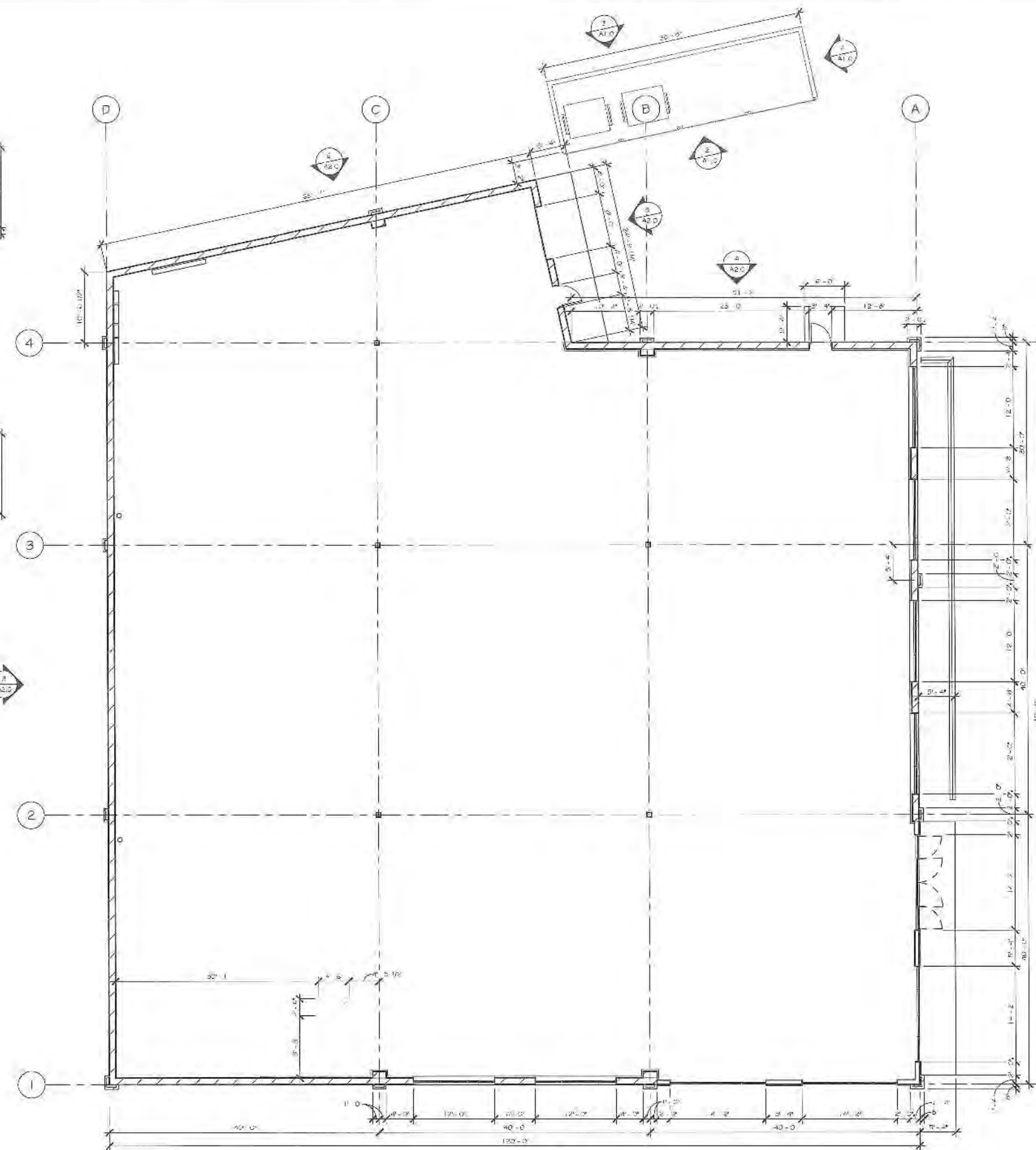
2 TRASH ENCLOSURE
SCALE 1/4" = 1'-0"



3 TRASH ENCLOSURE
SCALE 1/4" = 1'-0"



4 TRASH ENCLOSURE
SCALE 1/4" = 1'-0"



1 FLOOR PLAN
SCALE 1/8" = 1'-0"

TRADER JOE'S
SHOREVIEW, MINNESOTA

TRADER JOE'S
SHOREVIEW, MINNESOTA

PREPARED FOR
VENTURE PASS PARTNERS
REAL ESTATE DEVELOPMENT COMPANY

ALL ARCHITECTURAL AND ENGINEERING
DRAWINGS ARE IN CONFIDENCE AND
DISSEMINATION MAY NOT BE MADE
WITHOUT PRIOR WRITTEN CONSENT OF
THE ARCHITECT. ALL COMMON LAW
RIGHTS OF COPYRIGHT AND OTHERWISE,
ARE HEREBY SPECIFICALLY RESERVED.
I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS PRE-
PARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED ARCHITECT UNDER THE LAWS
OF THE STATE OF MINNESOTA.
PRINT NAME: ANDREW KALININ
SIGNATURE: _____
DATE: _____ LICENSE #: _____

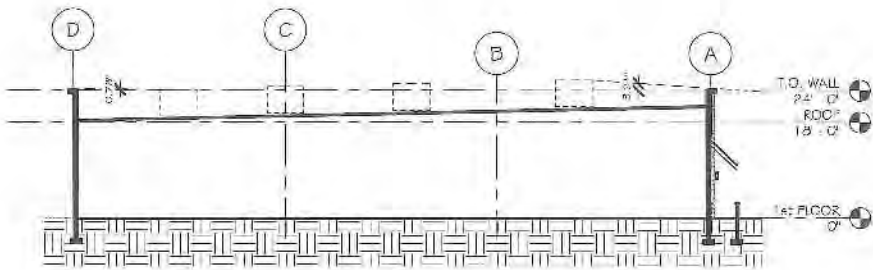
Revisions & Additions
1/13/12

2/2/12

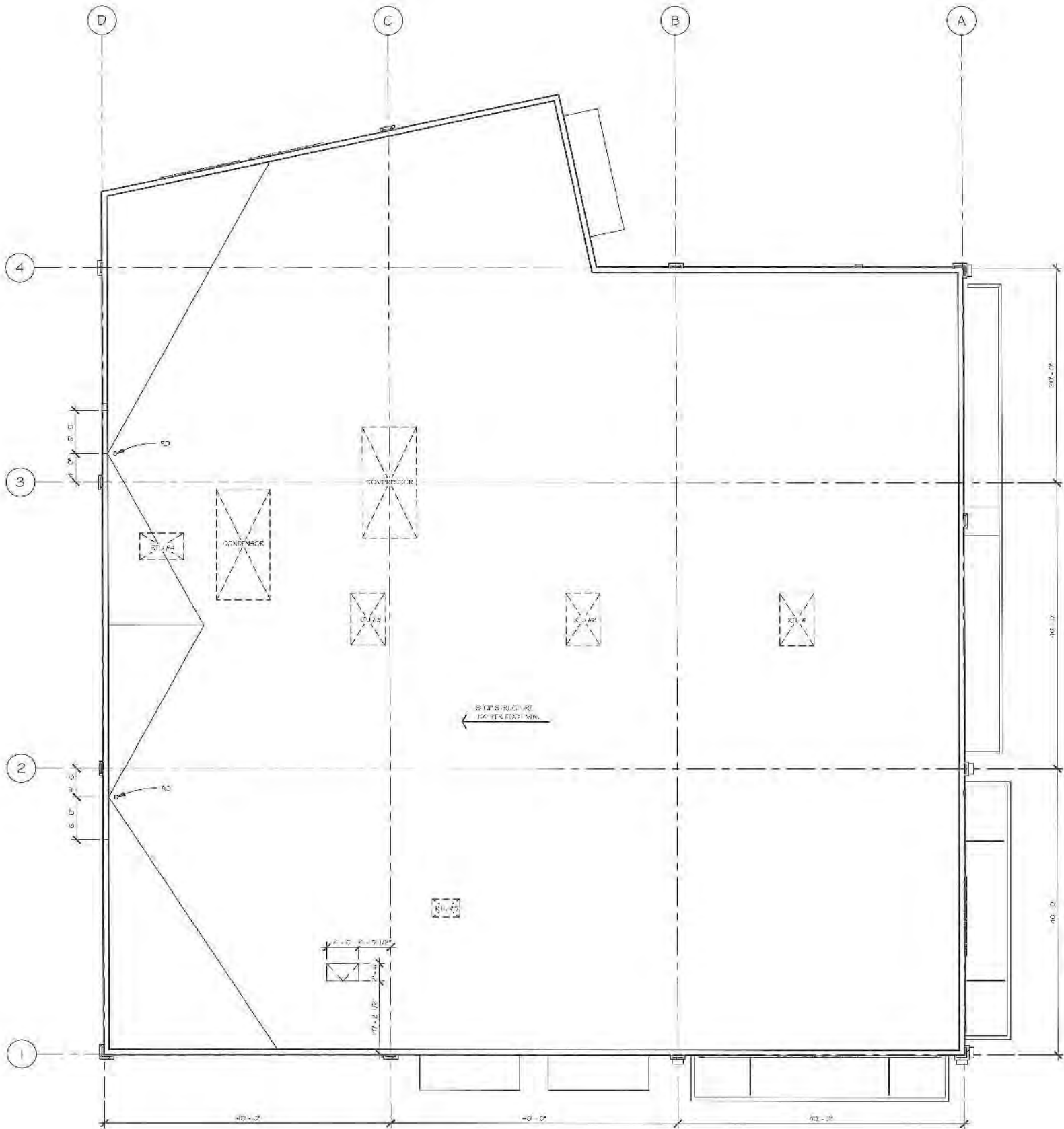
ROOF PLAN

A1.1

©2012 Tushnet Montgomery Architects, Inc.



2 SIGHTLINE DIAGRAM
SCALE 1/2" = 1'-0"



1 ROOF PLAN
SCALE 1/8" = 1'-0"



EXTERIOR FINISH SCHEDULE

NATURAL STONE VENEER: (MATCH EXISTING PHASE ONE OR EQUAL)
MANUFACTURER: CHARLES LUCK
TYPE: NATURAL THIN VENEER STONE
COLOR: HICKORY LAKE MASTER CUT NATURAL STONE VENEER
SIZE: HEIGHTS: 4" - 12" LENGTHS: 8" - 24"

ROCK FACE BLOCK: (MATCH EXISTING PHASE ONE)
MANUFACTURER: AMCON
FINISH: ARCHITECTURAL ROCK FACE (SEALED)
COLOR: 311
MORTAR: PRISM 2540 FAWN TAN

ACCENT BLOCK: (MATCH EXISTING PHASE ONE)
MANUFACTURER: AMCON
FINISH: SINGLE SCORE BURN SHIELD (SEALED)
COLOR: 317
MORTAR: PRISM 4140 CHESTNUT

UTILITY BRICK:
MANUFACTURER: ENDICOTT CLAY PRODUCTS
SIZE: UTILITY
COLOR: COPPERTONE VELOUR
MORTAR: PRISM 2540 FAWN TAN

EXTERIOR INSULATION FINISH SYSTEM (EIFS #1):
MANUFACTURER: STO
FINISH: 310 STO FINE SAND FINISH
COLOR: LRV 53 (MATCH EXISTING PHASE ONE)

EXTERIOR INSULATION FINISH SYSTEM (EIFS #2) ACCENT:
MANUFACTURER: STO
FINISH: 307 STO SWIRL FINISH
COLOR: LRV 32 (MATCH EXISTING PHASE ONE)

EXTERIOR INSULATION FINISH SYSTEM (EIFS #3) ACCENT:
MANUFACTURER: STO
FINISH: 307 STO SWIRL FINISH
COLOR: LRV 29 (MATCH EXISTING PHASE ONE)

PREFINISHED METAL PANELS:
MANUFACTURER: ALUGOBOND ROLIT & RETURN WET SEAL
TYPE: 4MM COMPOSITE METAL PANEL W/ MOISTURE BARRIER
COLOR: SILVER METALLIC COOL

PREFINISHED ALUMINUM CAP FLASHING & CORNICE:
MANUFACTURER: UNA-CLAD
FINISH: .032 ALUMINUM
COLOR: SILVER METALLIC

PREFINISHED ALUMINUM CANOPY FASCIA:
MANUFACTURER: UNA-CLAD
TYPE: .032 ALUMINUM
COLOR: CHARCOAL GRAY

PREFINISHED ALUMINUM SOFFIT PANELS (BELOW CANOPIES):
MANUFACTURER: UNA-CLAD
TYPE: UC-500 PLUS-1.032 12" ALUMINUM
COLOR: CHARCOAL GRAY

ALUMINUM STOREFRONT WINDOWS:
MANUFACTURER: STOREFRONT DOOR
CONTACT: PETE TRAVATO (714) 242-3397
FINISH: ANODIZED ALUMINUM

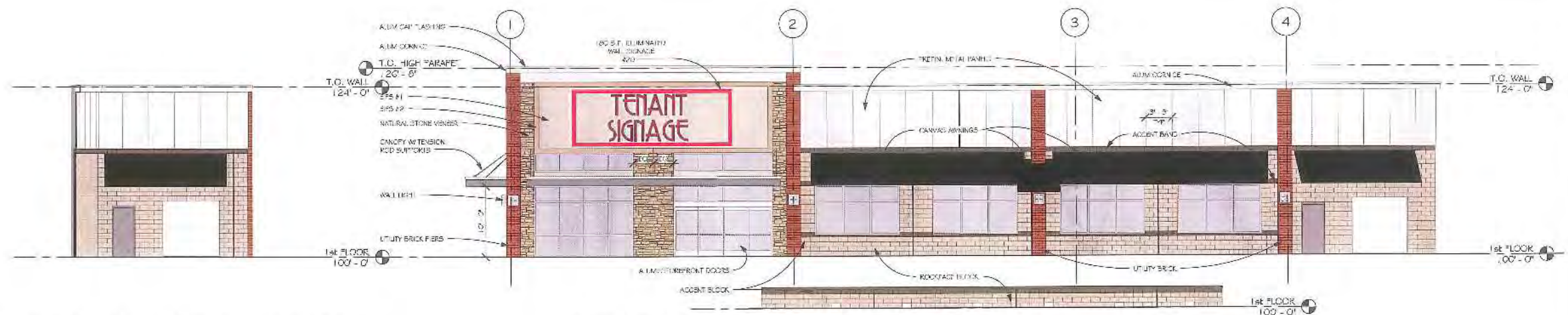
PAINTED METAL:
MANUFACTURER: SHERWIN WILLIAMS
TYPE: SEMI GLOSS
HV DOOR: SW 6109 TOPSACK
TRASHGATES: SW 6109 TOPSACK
BOLLARDS: SW 7076 CYBERSPACE
CANOPY SUPPORTS: SW 7076 CYBERSPACE

SIGNAGE SCHEDULE

FRONT COMMERCIAL:
TYPE STYLE FRONTAGE SIZE
#1 WALL - LETTERS & LOGO - RED FOX RD - 180 S.F.
#20 WALL - LETTERS & LOGO - FRONT (EAST) - 180 S.F.
#21 WALL - LETTERS & LOGO - 1-634 - 180 S.F.

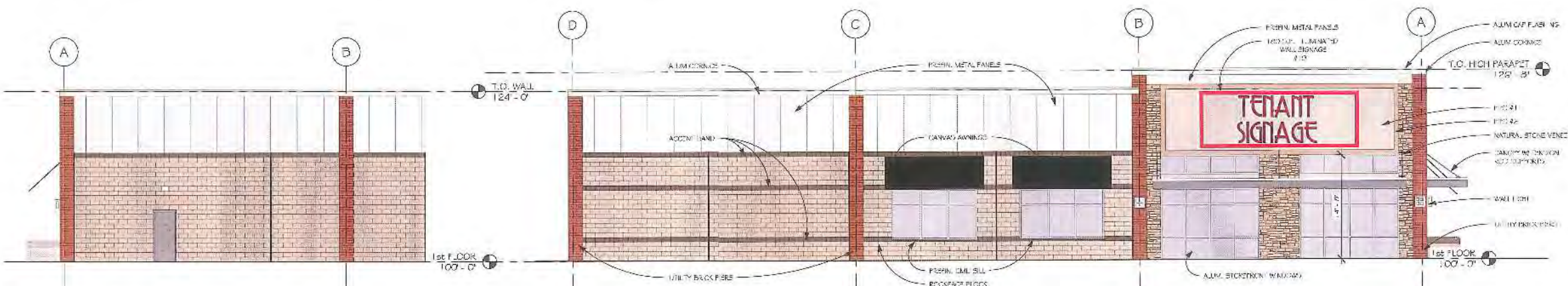
*ALL WALL SIGNAGE IS LESS THAN 8' 0" BUILDING ELEVATION

*SIGNS #1-15 & 22-23 FROM PREVIOUS SUBMITAL



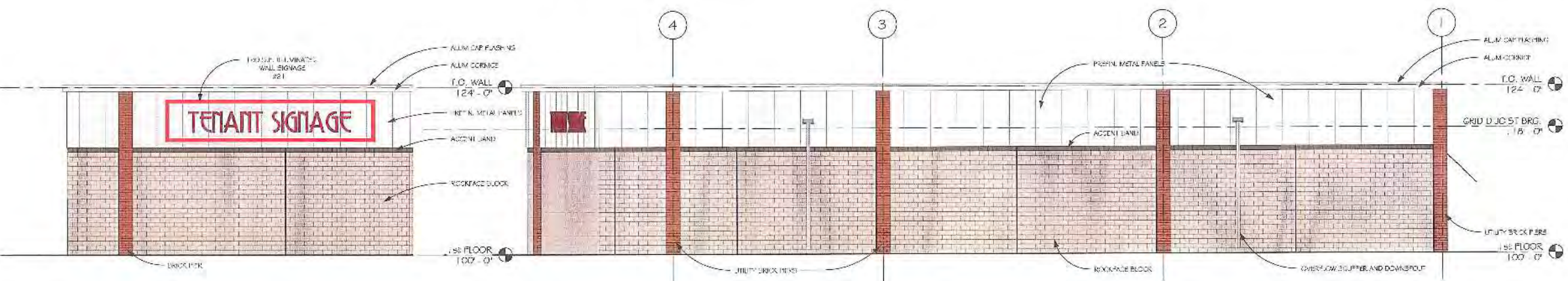
4 PRESENTATION NORTH/EAST ELEVATION
SCALE 1/8" = 1'-0"

1 PRESENTATION EAST ELEVATION
SCALE 1/8" = 1'-0"



5 PRESENTATION NORTH ELEVATION
SCALE 1/8" = 1'-0"

2 PRESENTATION SOUTH ELEVATION
SCALE 1/8" = 1'-0"



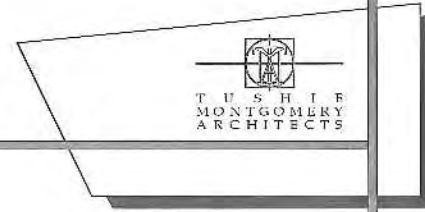
6 PRESENTATION NORTHWEST ELEVATION
SCALE 1/8" = 1'-0"

3 PRESENTATION WEST ELEVATION
SCALE 1/8" = 1'-0"



TRADER JOE'S

SHOREVIEW, MINNESOTA



PROPOSED MOTION

Moved by Council member _____

Seconded by Council member _____

To adopt proposed resolution number 12-111 reducing debt levies for fiscal year 2013 per Minnesota Statutes.

ROLL CALL: AYES____ NAYS____

Huffman _____ _____

Quigley _____ _____


Wickstrom _____ _____

Withhart _____ _____

Martin _____ _____

Jeanne A. Haapala
Finance Director
December 17, 2012
Regular Council Meeting

TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director 

DATE: December 10, 2012

RE: Tax Levies for Bonded Indebtedness

The finance department prepares cash flow projections for all debt service funds on a semi-annual basis for the purpose of monitoring cash flow activity and determining necessary tax support. Tax levies in support of debt payments are established annually as part of the budget process. The proposed motion and attached resolution revise the scheduled debt levies (as recorded at the County) from \$896,785.05 down to \$685,000.00 for 2013. Below is a list of the scheduled and proposed levies by debt issue.

Bond Issue		Original Principal	Scheduled Debt Levy	Added (Reduced)	Debt Levy
2002	B GO Impr Bonds	\$1,200,000	\$ 18,363.34	\$ (18,363.34)	\$ -
2004	A GO Impr Bonds	1,830,000	50,820.78	(50,820.78)	-
2004	C GO Cap Impr Plan Bonds	1,600,000	150,614.63	(7,614.63)	143,000.00
2006	A GO Impr Bonds	1,335,000	6,581.00	(6,581.00)	-
2006	B GO Street Impr Bonds	2,500,000	241,164.00	(9,164.00)	232,000.00
2009	A GO Impr Bonds	1,415,000	2,349.79	(2,349.79)	-
2010	A GO Cap Impr Plan Bonds	5,615,000	426,891.51	(242,891.51)	184,000.00
2013	GO Street Impr Bonds	2,500,000	-	126,000.00	126,000.00
TOTAL			<u>\$ 896,785.05</u>	<u>\$ (211,785.05)</u>	<u>\$ 685,000.00</u>

- The levy is eliminated for four GO Improvement debt funds because the levy is not needed at this time. This often occurs due to special assessment prepayments in previous years.
- The levy is rounded to \$143,000 for the 2004 capital improvement plan bonds (for fire station improvements) so that the levy is more consistent from year to year
- The levy is rounded to \$232,000 for the 2006 street bonds to provide levy consistency from year to year
- The levy is reduced to \$184,000 for the maintenance center bonds because of the allocated share of debt payments provided by utility funds
- The tax levy is increased for the planned 2013 Street Bonds because the issuance of this debt is in process, therefore levies have not yet been recorded at the County

This proposed action to amend debt levies is consistent with the proposed tax levy and the amendment of the second year of the biennial budget as presented under separate items in this agenda. Staff recommends adoption of the proposed resolution.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD DECEMBER 17, 2012**

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on December 17, 2012 at 7:00 p.m. The following members were present: ____; and the following members were absent: ____.

Council member ____ introduced the following resolution and moved for its adoption.

**RESOLUTION NO. 12-111
REDUCING THE DEBT LEVY**

WHEREAS, the City of Shoreview has determined that the scheduled tax levies for certain bond issues is to be amended for fiscal year 2013.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shoreview, Ramsey County, Minnesota, a tax levy has been appropriated to be levied in 2012 and collected in 2013 for the following bonds heretofore issued by this municipality. In accordance with Minnesota Statutes, the County Auditor of Ramsey County, is hereby authorized and directed to amend the tax that would otherwise be included in the rolls for the year 2012, collectible in the year 2013 as follows:

Bond Issue	Original Principal	Scheduled		Debt Levy
		Debt Levy	Added (Reduced)	
2002 B GO Impr Bonds	\$1,200,000	\$ 18,363.34	\$ (18,363.34)	\$ -
2004 A GO Impr Bonds	1,830,000	50,820.78	(50,820.78)	-
2004 C GO Cap Impr Plan Bonds	1,600,000	150,614.63	(7,614.63)	143,000.00
2006 A GO Impr Bonds	1,335,000	6,581.00	(6,581.00)	-
2006 B GO Street Impr Bonds	2,500,000	241,164.00	(9,164.00)	232,000.00
2009 A GO Impr Bonds	1,415,000	2,349.79	(2,349.79)	-
2010 A GO Cap Impr Plan Bonds	5,615,000	426,891.51	(242,891.51)	184,000.00
2010 B GO Cap Impr Plan Bonds	2,720,000	-	-	-
2013 GO Street Impr Bonds	2,500,000	-	126,000.00	126,000.00
TOTAL		\$ 896,785.05	\$ (211,785.05)	\$ 685,000.00

The City Manager of the City of Shoreview, Minnesota, is hereby authorized and directed to furnish a copy of this resolution to the County Auditor of Ramsey County forthwith.

The motion for the adoption of the foregoing resolution was duly supported by Council member ____ and upon vote being taken thereon, the following voted in favor thereof: ____; and the following voted against the same: ____.

WHEREUPON, said resolution was declared duly passed and adopted this 17th day of December 2012.

PROPOSED MOTION

Moved by Council member _____

Seconded by Council member _____

To adopt proposed resolution number 12-112 adopting a City tax levy of \$9,604,567 and an HRA tax levy of \$75,000 for taxes payable in 2013.

Note: The above levy is the amount necessary to support the 2013 budget as presented under separate report.

ROLL CALL: AYES____ NAYS____

Huffman _____

Quigley _____


Wickstrom _____

Withhart _____

Martin _____

Jeanne A. Haapala
Finance Director
Regular Council Meeting
December 17, 2012

TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director 

DATE: December 10, 2012

RE: Proposed 2013 Property Tax Levy

The attached resolution provides for the adoption of the 2013 Property Tax Levy, and the table below provides a two-year comparison of the tax levy for all funds. As shown, the largest change in the levy occurs in the General Fund, where the increase in police and fire costs account for most of the increase (\$161,181 of the \$172,507 increase in the General Fund tax levy is due to increased police and fire costs). The City's total tax levy increases \$314,481, and the HRA levy increases \$5,000.

Description	2012 Adopted Levy	2013 Original Two-Year Budget	2013 Preliminary Levy	Change Over 2012 Adopted Levy		Impact on Total Levy *
				Dollars	Percent	
General fund	\$ 6,467,060	\$ 6,717,037	\$ 6,639,567	\$ 172,507	2.67%	1.86%
EDA	55,000	60,000	60,000	5,000	9.09%	0.05%
Debt (including Cent Garage)	658,026	685,000	685,000	26,974	4.10%	0.29%
Street Renewal fund	800,000	850,000	850,000	50,000	6.25%	0.54%
General Fixed Asset Repl fund	1,200,000	1,250,000	1,250,000	50,000	4.17%	0.54%
Capital Improvement fund	110,000	120,000	120,000	10,000	9.09%	0.11%
Total City Levy	\$ 9,290,086	\$ 9,682,037	\$ 9,604,567	\$ 314,481	3.39%	3.39%
HRA tax levy	\$ 70,000	\$ 75,000	\$ 75,000	\$ 5,000	7.14%	
Taxable value (estim for 2013)	\$25,417,572	\$23,726,394	\$23,726,394	\$ (1,691,178)	-6.65%	
City tax rate (estim for 2013)	33.252%	37.246%	36.953%	3.701%	11.13%	
HRA tax rate (estim for 2013)	0.254%	0.289%	0.289%	0.035%	13.78%	
Fiscal disparity (estim for 2013)	\$ 838,214	\$ 845,000	\$ 845,000	\$ 6,786	0.81%	
Net tax paid by property owner	\$ 8,451,872	\$ 8,837,037	\$ 8,759,567	\$ 307,695	3.64%	
Change in Tax Paid by Prop	-0.32%	4.56%	3.64%			

* Percent change in this column is computed as the impact on the "Total City Levy"

The fiscal disparities share of the levy remains relatively constant at \$838,214 in 2012 and \$845,000 in 2013.

It should be noted that the proposed tax levy is \$77,470 lower than originally planned as part of the biennial budget. Staff recommends adoption of the attached resolution.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD DECEMBER 17, 2012**

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on December 17, 2012 at 7:00 p.m. The following members were present, ____; and the following members were absent: ____.

Council member ____ introduced the following resolution and moved for its adoption.

**RESOLUTION NO. 12-112
DIRECTING THE COUNTY AUDITOR TO LEVY
TAXES UPON THE TAXABLE PROPERTY IN THE CITY
OF SHOREVIEW FOR THE FISCAL YEAR 2013**

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shoreview, Ramsey County, Minnesota as follows:

The County Auditor of Ramsey County, State of Minnesota shall levy taxes upon the taxable property in the City of Shoreview, County of Ramsey, State of Minnesota, for the fiscal year 2013 for the purpose of operating the City of Shoreview, Minnesota as follows:

General fund	\$ 6,639,567
EDA	60,000
Capital project funds	<u>2,220,000</u>
Sub-total General Levy	8,919,567
Debt service	
Debt funds	501,000
Central Garage (debt)	<u>184,000</u>
Sub-total Debt Levy	<u>685,000</u>
Total City Tax Levy	\$ 9,604,567
HRA levy	<u>\$ 75,000</u>
Total Certified Levy	<u>\$ 9,679,567</u>

The City Manager of the City of Shoreview, Minnesota, is hereby authorized and directed to prepare a certified copy of this resolution and to certify the same to the County Auditor of Ramsey County, Minnesota.

The motion for the adoption of the foregoing resolution was duly supported by Council member ____ and upon vote being taken thereon, the following voted in favor thereof: ____; and the following voted against the same: ____.

WHEREUPON, said resolution was declared duly passed and adopted this 17th day of December 2012.

PROPOSED MOTION

Moved by Council member _____

Seconded by Council member _____

To adopt resolution number 12-113 amending the 2013 budget as detailed on the attached pages.

ROLL CALL: AYES____ NAYS____

Huffman _____ _____

Quigley _____ _____


Wickstrom _____ _____

Withhart _____ _____

Martin _____ _____

Jeanne A. Haapala
Finance Director
Regular Council Meeting
December 17, 2012

TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director 

DATE: December 10, 2012

RE: Resolution Amending the 2013 Budget

DISCUSSION

The City Council reviewed the budget at workshop meetings from August to November, and the budget hearing was held on December 3. According to State Law, the budget and tax levy must be adopted and certified to the State of Minnesota and the County Auditor no later than December 28, 2012.

The attached resolution provides for the amendment of the second year of the biennial budget (calendar year 2013) for the General and Special Revenue Funds. These funds meet the definition in State Statutes of funds that must have budgets and that are "legally adopted" by resolution. For practical purposes, the City prepares budgets for all of the remaining operating funds (debt, utility and internal service) as part of the City's biennial budget document.

Tables provided on the next 3 pages provide budgeted levels as originally adopted in the biennial budget and as amended by the proposed resolution.

RECOMMENDATION

Staff recommends adoption of the attached budget resolution amending budgets for the General and Special Revenue Funds for 2013. Per the City's budget policy, the 2013 budget becomes spendable on January 1, 2013.

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	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
General Fund						
Revenue						
Property Taxes	\$ 6,265,673	\$ 6,467,060	\$ 6,467,060	\$ 6,717,037	\$ (77,470)	6,639,567
Licenses and Permits	441,243	292,750	422,450	279,750	34,300	314,050
Intergovernmental	188,521	183,002	185,122	184,302	1,320	185,622
Charges for Services	1,198,357	1,164,450	1,196,950	1,205,680	79,290	1,284,970
Fines and Forfeits	62,135	62,000	62,000	62,500	-	62,500
Interest Earnings	79,714	45,000	45,000	45,000	-	45,000
Other Revenues	40,264	35,160	35,160	25,600	(1,560)	24,040
Total Revenue	8,275,907	8,249,422	8,413,742	8,519,869	35,880	8,555,749
Expense						
General Government	\$ 1,839,812	\$ 2,085,610	\$ 2,129,847	\$ 2,107,075	\$ 26,987	\$ 2,134,062
Public Safety	2,556,068	2,721,227	2,708,944	2,884,628	(1,935)	2,882,693
Public Works	1,298,219	1,400,009	1,390,917	1,461,077	14,743	1,475,820
Parks and Recreation	1,716,548	1,588,453	1,577,944	1,625,645	(14,352)	1,611,293
Community Development	530,288	534,323	535,160	547,944	10,437	558,381
Total Expense	7,940,935	\$ 8,329,622	\$ 8,342,812	\$ 8,626,369	\$ 35,880	\$ 8,662,249
Other Sources (Uses)						
Transfers In	471,450	481,000	481,000	519,000	-	519,000
Transfers Out	(751,145)	(400,800)	(400,800)	(412,500)	-	(412,500)
Net Increase (Decrease)	55,277	-	151,130	-	-	-
Fund Equity, beginning	3,921,135	3,976,412	3,976,412	4,127,542		4,127,542
Fund Equity, ending	\$ 3,976,412	\$ 3,976,412	\$ 4,127,542	\$ 4,127,542		\$ 4,127,542

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
Recycling Fund						
Revenue						
Intergovernmental	\$ 70,845	\$ 69,000	\$ 66,883	\$ 70,000	\$ (3,000)	67,000
Charges for Services	432,868	451,300	458,180	473,300	7,680	480,980
Interest Earnings	683	-	-	-		-
Total Revenue	504,396	520,300	525,063	543,300	4,680	547,980
Expense						
Public Works	\$ 449,107	\$ 489,474	\$ 487,682	\$ 504,240	\$ (74)	\$ 504,166
Net Increase (Decrease)	55,289	30,826	37,381	39,060	4,754	43,814
Fund Equity, beginning	59,671	114,960	114,960	152,341		152,341
Fund Equity, ending	\$ 114,960	\$ 145,786	\$ 152,341	\$ 191,401		\$ 196,155

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
Community Center Fund						
Revenue						
Charges for Services	\$ 2,311,069	\$ 2,269,985	\$ 2,269,985	\$ 2,323,755	\$ -	\$ 2,323,755
Interest Earnings	20,674	8,000	8,000	9,000	-	9,000
Other Revenues	758	-	-	-	-	-
Total Revenue	2,332,501	2,277,985	2,277,985	2,332,755	-	2,332,755
Expense						
Parks and Recreation	2,401,866	2,458,919	2,459,428	2,555,899	5,825	2,561,724
Other Sources (Uses)						
Transfers In	297,000	300,000	300,000	312,000	-	312,000
Net Increase (Decrease)	227,635	119,066	118,557	88,856	(5,825)	83,031
Fund Equity, beginning	600,652	828,287	828,287	946,844		946,844
Fund Equity, ending	\$ 828,287	\$ 947,353	\$ 946,844	\$ 1,035,700		\$ 1,029,875

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
Recreation Programs Fund						
Revenue						
Charges for Services	\$ 1,303,082	\$ 1,277,740	\$ 1,278,296	\$ 1,303,300	\$ 97,626	\$ 1,400,926
Interest Earnings	12,323	4,600	4,600	4,800	-	4,800
Other Revenues	60	-	-	-	-	-
Total Revenue	1,315,465	1,282,340	1,282,896	1,308,100	97,626	1,405,726
Expense						
Parks and Recreation	\$ 1,173,158	\$ 1,246,802	\$ 1,241,477	\$ 1,270,619	\$ 26,503	\$ 1,297,122
Other Sources (Uses)						
Transfers In	65,000	65,000	65,000	70,000	-	70,000
Transfers Out	(70,000)	(75,000)	(75,000)	(80,000)	-	(80,000)
Net Increase (Decrease)	137,307	25,538	31,419	27,481	71,123	98,604
Fund Equity, beginning	407,898	545,205	545,205	576,624		576,624
Fund Equity, ending	\$ 545,205	\$ 570,743	\$ 576,624	\$ 604,105		\$ 675,228

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
Cable Television Fund						
Revenue						
Intergovernmental						\$ -
Charges for Services	\$ 287,206	\$ 280,000	\$ 280,000	\$ 288,400	\$ -	\$ 288,400
Interest Earnings	3,174	1,800	1,800	1,800	-	1,800
Other Revenues	1,200	1,200	1,200	1,200	-	1,200
Total Revenue	291,580	283,000	283,000	291,400	-	291,400
Expense						
General Government	\$ 140,936	\$ 165,095	\$ 162,885	\$ 152,498	\$ 900	\$ 153,398
Other Sources (Uses)						
Transfers Out	(154,057)	(121,950)	(121,950)	(115,000)	(1,920)	(116,920)
Net Increase (Decrease)	(3,413)	(4,045)	(1,835)	23,902	(2,820)	21,082
Fund Equity, beginning	219,077	215,664	215,664	213,829		213,829
Fund Equity, ending	\$ 215,664	\$ 211,619	\$ 213,829	\$ 237,731		\$ 234,911

		2012		2013		
	2011 Actual	Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
EDA Fund						
Revenue						
Property Taxes	\$ 24,818	\$ 55,000	\$ 55,000	\$ 60,000	\$ -	\$ 60,000
Interest Earnings	3,969	-	-	-	-	-
Total Revenue	28,787	55,000	55,000	60,000	-	60,000
Expense						
Community Development	\$ 44,469	\$ 49,783	\$ 50,242	\$ 52,547	\$ -	\$ 52,547
Other Sources (Uses)						
Transfers In	26,556	-	-	-	-	-
Net Increase (Decrease)	10,874	5,217	4,758	7,453	-	7,453
Fund Equity, beginning	174,650	185,524	185,524	190,282		190,282
Fund Equity, ending	\$ 185,524	\$ 190,741	\$ 190,282	\$ 197,735		\$ 197,735

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
HRA Fund						
Revenue						
Property Taxes	\$ 57,380	\$ 70,000	\$ 70,000	\$ 75,000	\$ -	\$ 75,000
Interest Earnings	269	-	-	-	-	-
Total Revenue	57,649	70,000	70,000	75,000	-	75,000
Expense						
Community Development	\$ 46,777	\$ 53,726	\$ 59,745	\$ 59,368	\$ 10,439	\$ 69,807
Other Sources (Uses)						
Transfers In	10,861	-	-	-	-	-
Net Increase (Decrease)	21,733	16,274	10,255	15,632	(10,439)	5,193
Fund Equity, beginning	13,967	35,700	35,700	45,955		45,955
Fund Equity, ending	\$ 35,700	\$ 51,974	\$ 45,955	\$ 61,587		\$ 51,148

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
Slice of Shoreview Fund						
Revenue						
Charges for Services	\$ 24,818	\$ 22,000	\$ 22,000	\$ 23,000	\$ -	\$ 23,000
Interest Earnings	1,189	-	-	-	-	-
Other Revenues	37,864	25,000	25,000	25,000	-	25,000
Total Revenue	63,871	47,000	47,000	48,000	-	48,000
Expense						
General Government	\$ 56,660	\$ 57,200	\$ 57,405	\$ 58,200	\$ -	\$ 58,200
Other Sources (Uses)						
Transfers In	10,000	10,000	10,000	10,000	-	10,000
Net Increase (Decrease)	17,211	(200)	(405)	(200)	-	(200)
Fund Equity, beginning	35,347	52,558	52,558	52,153		52,153
Fund Equity, ending	\$ 52,558	\$ 52,358	\$ 52,153	\$ 51,953		\$ 51,953

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD DECEMBER 17, 2012**

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on December 17, 2012 at 7:00 p.m. The following members were present: ____;

and the following members were absent: ____.

Council member ____ introduced the following resolution and moved for its adoption.

**RESOLUTION NO. 12-113
AMEND 2013 BUDGET**

WHEREAS, it is desirable to collect certain revenues and establish certain expenditure limits for operating the City of Shoreview for the fiscal year 2013, and

WHEREAS, it is a sound financial practice to plan beyond single year budget cycles, and

WHEREAS, the City's budget policy provides for a biennial budget.

WHEREAS, the City of Shoreview adopted a biennial budget for the years 2012 and 2013 on December 19, 2011.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shoreview, Ramsey County, Minnesota that anticipated revenue and expenditure limits be amended for fiscal year 2013 for those funds contained on the following attached page, and

That inter-fund transfers be approved according to the following attached page entitled "2013 Budgeted Transfers Between Funds".

The motion for the adoption of the foregoing resolution was duly supported by Council member ____ and upon vote being taken thereon, the following voted in favor thereof: ____;

and the following voted against same: ____.

WHEREUPON, said resolution was declared duly passed and adopted this 17th day of December 2012.

PROPOSED MOTION

Moved by Council member _____

Seconded by Council member _____

To adopt resolution number 12-114 amending the capital improvement program for the years 2013 through 2017 as detailed on the attached pages.

ROLL CALL: AYES ____ NAYS ____

Huffman ____ ____

Quigley ____ ____


Wickstrom ____ ____

Withhart ____ ____

Martin ____ ____

Jeanne A. Haapala
Finance Director
December 17, 2012
Regular Council Meeting

TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director 

DATE: December 10, 2012

RE: Capital Improvement Program

In December of 2011 the City Council adopted a Capital Improvement Program (CIP) as part of the biennial budget. As part of Council budget meetings this past fall the City Council discussed proposed changes for the next 5 years. The proposed resolution formalizes these changes, drops the year 2012 and adds the year 2017 (to maintain 5 years of capital planning).

It is important to note that adoption of the CIP does not authorize the construction of individual projects because, under the City's purchasing policy, City Council approval is required for any expenditure (including projects) in excess of \$25,000.

Annual project costs by project type, during the 5 years covered by the CIP, are summarized in the following table, and in the pages attached to the proposed resolution.

Description	2013	2014	2015	2016	2017	Total
Collector St	\$ 5,108,265	\$ 250,000	\$ 420,000	\$ 497,000	\$ 2,755,000	\$ 9,030,265
Streets	5,182,500	1,755,400	2,050,000	4,814,400	1,992,700	15,795,000
Park Impr	991,000	67,000	303,000	648,000	694,100	2,703,100
Trail Impr	65,000	140,000	75,000	75,000	80,000	435,000
Buildings	713,475	1,814,548	763,292	242,574	424,900	3,958,789
Utility Impr	330,000	1,220,000	4,915,000	4,345,000	455,000	11,265,000
Major Equip	746,641	980,407	707,801	751,343	1,233,030	4,419,222
Total Project Costs	\$ 13,136,881	\$ 6,227,355	\$ 9,234,093	\$ 11,373,317	\$ 7,634,730	\$ 47,606,376

Staff recommends adoption of the proposed resolution amending the CIP.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD DECEMBER 17, 2012**

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on December 17, 2012 at 7:00 p.m. The following members were present: ____ and the following members were absent: _____.

Council member _____ introduced the following resolution and moved for its adoption.

**RESOLUTION NO. 12-114
AMENDMENT OF CAPITAL IMPROVEMENT PROGRAM
FOR THE YEARS 2013 TO 2017**

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shoreview, Ramsey County, Minnesota that the capital improvement program for the years 2013 through 2017 be established as follows:

Description	2013	2014	2015	2016	2017	Total
Collector St	\$ 5,108,265	\$ 250,000	\$ 420,000	\$ 497,000	\$ 2,755,000	\$ 9,030,265
Streets	5,182,500	1,755,400	2,050,000	4,814,400	1,992,700	15,795,000
Park Impr	991,000	67,000	303,000	648,000	694,100	2,703,100
Trail Impr	65,000	140,000	75,000	75,000	80,000	435,000
Buildings	713,475	1,814,548	763,292	242,574	424,900	3,958,789
Utility Impr	330,000	1,220,000	4,915,000	4,345,000	455,000	11,265,000
Major Equip	746,641	980,407	707,801	751,343	1,233,030	4,419,222
Total Project Costs	<u>\$ 13,136,881</u>	<u>\$ 6,227,355</u>	<u>\$ 9,234,093</u>	<u>\$ 11,373,317</u>	<u>\$ 7,634,730</u>	<u>\$ 47,606,376</u>

The motion for the adoption of the foregoing resolution was duly supported by Council member ____ and upon vote being taken thereon, the following voted in favor thereof: _____; and the following voted against the same: _____.

WHEREUPON, said resolution was declared duly passed and adopted this 17th day of December 2012.

Project Costs						
Description	Year 2012	Year 2013	Year 2014	Year 2015	Year 2016	Year 2017
Collector Streets						
County Rd D & Cottage Place	\$ -	\$ 2,208,265	\$ -	\$ -	\$ -	\$ -
Owasso Street Realignment	-	2,900,000	-	-	-	-
Lexington Ave Reconstruction	-	-	250,000	-	-	-
Rice Street/I-694 Interchange	-	-	-	420,000	-	-
Highway 49/Hodgson (H96-Gramsie)	-	-	-	-	497,000	-
Owasso Boulevard N Reconstruction	-	-	-	-	-	2,755,000
Total Collector Streets	-	5,108,265	250,000	420,000	497,000	2,755,000
Street Improvements						
Sealcoat Streets	337,000	309,000	320,400	317,500	325,400	351,700
County Rd F, Demar, Floral	1,531,923	-	-	-	-	-
Street Rehabilitation	-	3,200,000	-	-	1,550,000	-
Red Fox Road Reconstruction	-	1,673,500	-	-	-	-
Hanson, Oakridge Neighborhood	-	-	1,435,000	-	-	-
Turtle Lane Neighborhood	-	-	-	1,732,500	-	-
Windward Heights Neighborhood	-	-	-	-	2,939,000	-
Bridge, Lion Neighborhood	-	-	-	-	-	1,641,000
Total Street Improvements	1,868,923	5,182,500	1,755,400	2,050,000	4,814,400	1,992,700
Park Improvements						
Park Facility Replacements	62,455	75,000	-	166,000	20,000	15,000
Park Facility Improvements	14,000	60,000	-	40,000	-	500,000
Parking & Driveways	-	281,000	-	77,000	78,000	179,100
Tennis & Basketball Court Pavement	-	35,000	35,000	15,000	-	-
Park Building Rehabilitation	-	30,000	32,000	5,000	50,000	-
Bucher Park Rehabilitation	30,000	510,000	-	-	-	-
Wading Pool Replacement	-	-	-	-	500,000	-
Total Park Improvements	106,455	991,000	67,000	303,000	648,000	694,100
Trail Rehabilitation	60,000	65,000	140,000	75,000	75,000	80,000
Municipal Buildings						
Fire Stations	40,685	306,475	15,548	32,292	67,574	29,900
General Government Buildings	28,000	45,000	-	-	-	-
Community Center Rehabilitation	11,100	60,000	90,000	551,000	80,000	133,000
Banquet Facility	61,811	15,000	135,000	15,000	15,000	102,000
Pool & Locker Room Areas	226,170	222,000	64,000	20,000	-	45,000
Furniture & Equipment	25,000	30,000	60,000	95,000	30,000	65,000
Community Center Improvements	35,018	35,000	50,000	50,000	50,000	50,000
Community Center Addition	-	-	1,400,000	-	-	-
Total Municipal Buildings	427,784	713,475	1,814,548	763,292	242,574	424,900
Utility Improvements						
Water Systems	-	180,000	40,000	100,000	-	-
Water Treatment Plant	-	-	1,000,000	4,000,000	4,000,000	-
Sanitary Sewer Rehabilitation	-	-	-	500,000	-	70,000
Sewer Lift Stations	-	-	30,000	45,000	75,000	30,000
Pretreatment Structures	60,000	-	-	120,000	120,000	120,000
Residential Street Lights	150,000	150,000	150,000	150,000	150,000	235,000
Total Utility Improvements	210,000	330,000	1,220,000	4,915,000	4,345,000	455,000
Major Equipment						
Fire Equipment	326,478	107,221	296,907	8,701	26,043	469,430
Warning Sirens	-	-	18,000	27,000	27,000	18,000
Computer Systems	151,760	109,420	134,500	127,100	159,300	201,600
Central Garage Equipment	515,656	530,000	531,000	545,000	539,000	544,000
Total Major Equipment	993,894	746,641	980,407	707,801	751,343	1,233,030
Total Capital Projects	\$ 3,667,056	\$ 13,136,881	\$ 6,227,355	\$ 9,234,093	\$ 11,373,317	\$ 7,634,730

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve a 2.0% wage adjustment for all regular employees, to increase the City contribution for employee health insurance to \$745 per month, to maintain the VEBA contribution amount at its current level, to adopt the attached Job Classification System and Pay Plan effective December 22, 2012, and to authorize the City Manager to submit all necessary reports to Minnesota Management and Budget as required by law.

ROLL CALL: AYES _____ NAYS _____

HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

Regular Council Meeting
December 17, 2012

Memorandum

To: Mayor and City Council

From: Laurie D. Elliott, Human Resources Manager *L Elliott*

Date: December 12, 2012

Re: 2013 Employee Compensation and Insurance Contribution

Introduction and Background

The City Council annually considers a wage adjustment to the City's job classification system and pay plan, as well as adjustments to the City's insurance contribution. These changes are included in the proposed 2013 budget, which is scheduled as a separate item on the Council agenda. In addition, the State of Minnesota adopted pay equity legislation in 1984, which was intended to correct the historic sex bias in wages paid to female employees. The City is required to submit information to the Minnesota Management & Budget staff regarding our pay plan every three years. Our next report is due January 31, 2013, and is based on the wages in effect on December 31, 2012.

Insurance & VEBA Contribution

Insurance Premiums: In 2005 the City changed to a high deductible health insurance plan and implemented a VEBA (health reimbursement account) program. HealthPartners has been the City's health insurer since January 2010. Our rate increase for next year is 6.85% which is significantly less than the 15% increase we saw for 2012. This is a \$69/month increase for family coverage and a \$29/month increase for single coverage. Ramsey County, who does not have a high deductible plan, has family premiums that are \$822 per month higher and single premiums that are \$344 higher than our new rates. (Prior to our change in 2005, the City purchased health insurance through the Ramsey County plan at their rates.)

We experienced a 3.45% increase in our dental premiums for 2013, which equates to roughly a \$4 monthly increase for family coverage and a \$1 per month increase for singles.

City Insurance Contribution: Due to the modest increases in the health and dental insurance premiums, staff is recommending a \$35 increase to the City insurance contribution level for 2013. This is about half of the overall increase employees with family health and dental insurance will experience. This contribution level included in the 2013 budget and was previously discussed at budget workshop meetings.

VEBA: No changes are recommended for the 2013 VEBA contributions.

Wage Adjustment

A 2.0% wage adjustment was included in the proposed 2013 budget for all regular employees. We have been monitoring the wage changes being made by other cities. There is a wide range of adjustments with a majority between 1.5% - 2.5%; with 2% being the most frequent adjustment. This change was included in the proposed 2013 budget and also discussed at a workshop meeting.

The proposed motion makes the wage increase effective on December 22, 2012 in conjunction with the start of a new pay period. This date is typically used because this is the pay period the 2013 insurance premium amounts will be deducted from an employee's pay. The attached Job Classification and Pay Plan reflects this change.

Job Classification Plan Changes

There is one position is being added and one title change being recommended for next year.

Position Added: The City's computer systems and networks have become increasingly more complex over the years as technology has evolved. It is essential that more than one person is trained, knowledgeable and can address issues relating to the network system. For this reason the Finance Department is adding an Assistant Information Systems Manager position. This person will help in managing and maintaining the network, troubleshooting problems, and researching/implementing system upgrades and improvements. This is also an important part of our succession planning because our computer systems are critical to our operations. An existing employee will be moved into this position, so there will be no effect on the number of full-time staff and the impact to the General Fund is minimal.

Job Title Changes. This year it's being recommended that the Administrative Services Coordinator position be retitled Administrative Tech. The duties and responsibilities have changed from the original workings of the position, and the position has less focus on administrative services and is more focused on responsibilities and duties specific to the individual department needs.

The Account Clerk titles are also being recommended for changes. The term clerk has become antiquated and staff is proposing to change those titles to Accounting Tech I and Accounting Tech II

The attached 2013 Job Classification and Pay Plan includes the above changes.

Pay Equity

As noted earlier, the City must file a pay equity report with Minnesota Management and Budget by January 31, 2013. Based on our data analysis, staff believes the City will be found in compliance with the pay equity law when our report is submitted to the State early next year.

Recommendation

Based on the foregoing information it is recommended that the City Council approve the 2% wage adjustment to the Job Classification System, the \$35/month increase in the City insurance contribution level, and the attached Job Classification and Pay Plan with the changes noted above, all effective December 22, 2012.

2013 JOB CLASSIFICATION AND PAY PLAN

Effective December 22, 2012

Grade	Job Class	2012 Salary Range			2013 Salary Range		
		Step 1 (Start)	Step 6	Merit Max*	Step 1 (Start)	Step 6	Merit Max*
P016	Accountant	49,712	58,219	64,189	50,710	59,384	65,478
P011	Accounting Tech I	39,125	45,822	50,502	39,915	46,738	51,522
P013	Accounting Tech II	43,098	50,440	55,619	43,950	51,459	56,722
P013	Administrative Tech	43,098	50,440	55,619	43,950	51,459	56,722
P011	Aquatics Coordinator	39,125	45,822	50,502	39,915	46,738	51,522
P015	Aquatics Supervisor	47,341	55,411	61,110	48,298	56,514	62,338
P013	Assistant Mechanic	43,098	50,440	55,619	43,950	51,459	56,722
P016	Associate Planner	49,712	58,219	64,189	50,710	59,384	65,478
P026	Asst City Mgr/CD Director	93,517	112,715	123,968	95,389	114,962	126,443
P015	Asst Community Center Mgr	47,341	55,411	61,110	48,298	56,514	62,338
P005	Asst Customer Service Rep	25,584	29,952	32,968	26,104	30,555	33,634
P023	Asst Finance Director	72,093	86,902	95,597	73,528	88,650	97,510
P021	Asst Information Systems Mgr	65,000	76,107	83,907	66,310	77,626	85,592
P019	Asst To The City Manager	59,280	69,430	76,523	60,466	70,824	78,062
P014	Building Maintenance Tech	45,427	53,186	58,635	46,342	54,246	59,800
P021	Building Official	65,000	76,107	83,907	66,310	77,626	85,592
P022	Buildings & Grounds Supt	67,600	81,474	89,627	68,952	83,096	91,416
P024	City Engineer	77,750	93,704	103,064	79,310	95,576	105,123
P027	City Manager	114,858	-	138,902	117,146	-	141,690
P023	City Planner	72,093	86,902	95,597	73,528	88,650	97,510
P015	Communications Coordinator	47,341	55,411	61,110	48,298	56,514	62,338
P006	Community Center Coordinator	28,018	32,822	36,088	28,579	33,488	36,816
P020	Community Center General Mgr	61,942	72,530	79,955	63,190	73,986	81,557
P008	Custodian	32,885	38,501	42,432	33,550	39,270	43,285
P007	Customer Service Rep	30,472	35,651	39,229	31,075	36,358	40,019
P013	Environmental Officer	43,098	50,440	55,619	43,950	51,459	56,722
P014	Exec Secretary/Deputy Clerk	45,427	53,186	58,635	46,342	54,246	59,800
P026	Finance Director	93,517	112,715	123,968	95,389	114,962	126,443
M005	Heavy Equip Operator	Pay is \$1 per hour over Maintenance Worker rate.					
P014	Housing & Code Enf Officer	45,427	53,186	58,635	46,342	54,246	59,800
P025	Human Resources Director	83,387	100,485	110,531	85,051	102,502	112,736
P015	IS Analyst	47,341	55,411	61,110	48,298	56,514	62,338
P023	IS Manager	72,093	86,902	95,597	73,528	88,650	97,510
P013	Lead Custodian	43,098	50,440	55,619	43,950	51,459	56,722
M005	Maintenance Worker	38,958	50,440	55,619	39,728	51,459	56,722
P015	Management Assistant	47,341	55,411	61,110	48,298	56,514	62,338
P014	Mechanic	45,427	53,186	58,635	46,342	54,246	59,800
P020	Mtce Supervisor	61,942	72,530	79,955	63,190	73,986	81,557
P010	Office Technician	37,440	43,826	48,318	38,189	44,699	49,275
P026	Public Works Director	93,517	112,715	123,968	95,389	114,962	126,443
P023	Public Works Superintendent	72,093	86,902	95,597	73,528	88,650	97,510
P013	Recreation Program Coordinator	43,098	50,440	55,619	43,950	51,459	56,722

Grade	Job Class	2012 Salary Range			2013 Salary Range		
		Step 1 (Start)	Step 6	Merit Max*	Step 1 (Start)	Step 6	Merit Max*
P020	Recreation Program Manager	61,942	72,530	79,955	63,190	73,986	81,557
P015	Recreation Program Supervisor	47,341	55,411	61,110	48,298	56,514	62,338
P011	Recreation Programmer	39,125	45,822	50,502	39,915	46,738	51,522
P010	Rental Coordinator	37,440	43,826	48,318	38,189	44,699	49,275
P011	Sr Community Center Coord	39,125	45,822	50,502	39,915	46,738	51,522
P017	Senior Engineering Tech	53,414	62,566	68,973	54,475	63,814	70,346
P018	Senior IS Analyst	56,077	65,645	72,384	57,200	66,955	73,840
P018	Senior Planner	56,077	65,645	72,384	57,200	66,955	73,840

* Employees reach Step 6 after four years of service. The Merit Max column is 10% above the step 6 wage. In order to be eligible for Merit Pay, an employee must be at Step 6 for one year, have at least two years of total experience with the City, and a consistent performance rating of "exceeds expectations" or "distinguished performer." Merit can be awarded in increments of 1-5%.

h:\excel\JobClassification2013

PROPOSED MOTION

Moved by Council member _____

Seconded by Council member _____

To adopt the attached ordinance number 901 establishing a utility fee schedule effective January 1, 2013.

ROLL CALL:	AYES	NAYS
Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Jeanne A. Haapala
Finance Director
December 17, 2012
Regular Council Meeting

TO: Terry Schwerm, City Manager
Mayor and City Council

FROM: Jeanne A. Haapala, Finance Director

DATE: December 10, 2012

RE: Utility Rate Adjustment

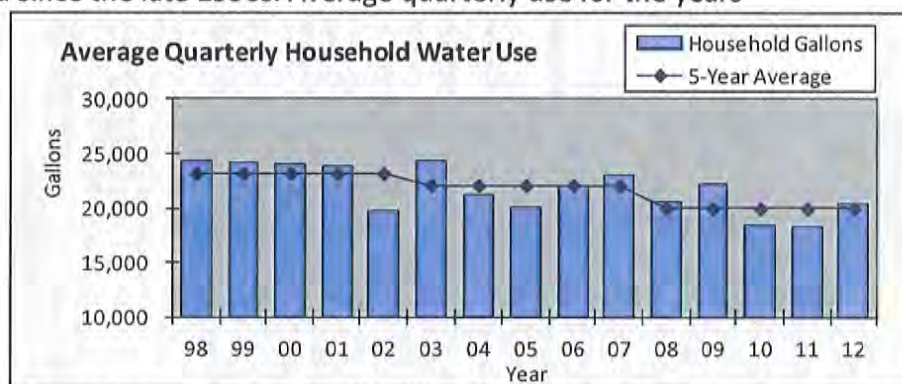
INTRODUCTION

Each year a financial analysis of utility funds is conducted to consider changes in utility rates for the coming year. The analysis considers cash balances, debt levels, debt payments (current and future), operating costs, growth projections (new connections), water consumption trends, sewage flows, capital costs (additions, repairs and replacements) and maintenance strategies.

WATER OPERATIONS

For at least 5 years it has been clear that a combination of weather (rainfall), an aging population, and changes in consumption habits have contributed to an overall decline in average water usage. Although the City expects variations in water consumption from year to year (due to rainfall fluctuations), the overall trend is toward reduced consumption levels. Therefore the water rate structure is designed to use periods of temporary higher profits (due to higher gallons sold) to have a modest reduction in future rates by providing funding for planned capital costs.

Water Use Trends - Average quarterly water consumption by residential customers has been in a downward trend since the late 1990s. Average quarterly use for the years 1998 to 2002 was 23,223 gallons, and declined 4.7% to 22,134 gallons in the years 2003 to 2007. Over the last 5 years average quarterly use declined an additional 9.5% to 20,031 gallons.



Unfortunately, fewer gallons sold has little impact on operating costs because the primary water cost related to gallons sold is for electricity, which represents only 9% of Water Fund operating costs. This means that necessary revenue must be generated through changes to the rate structure instead of higher gallons sold.

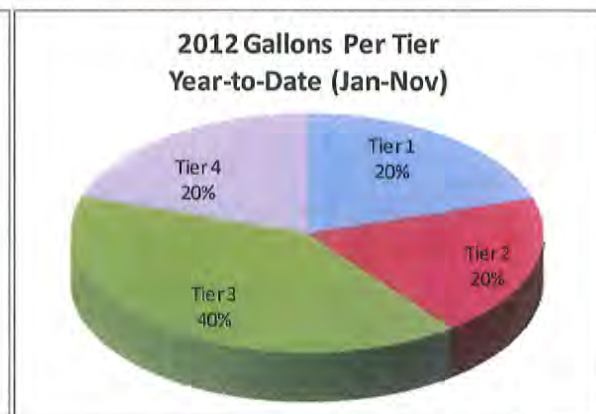
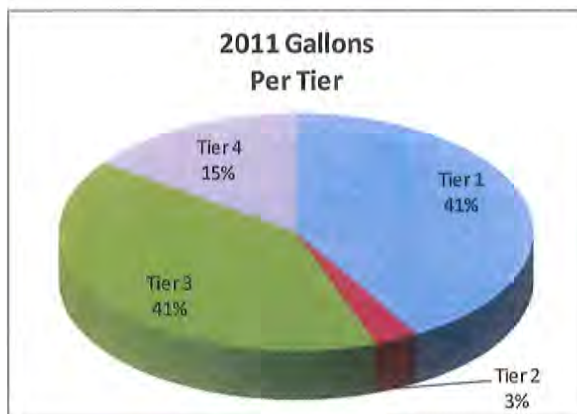
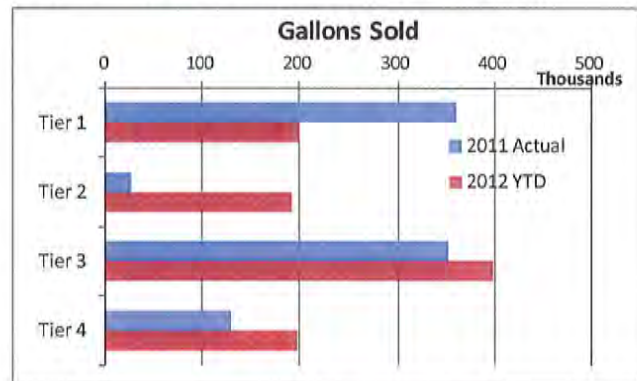
Base Gallons - For two decades the City has used a “base year” approach for estimating the gallons of water sold. The theory behind this approach is that it enables the City to set rates at levels that support operations, without allowing temporary fluctuations in revenue to increase the gallon projections. Revenue projections for 2013 are based on the assumption that gallons sold will drop back to 2011 levels (a near record low year).

Water Rates – At the beginning of 2012 the City made a structural change to water rates by splitting the lowest residential water tier into two tiers. This change, coupled with a 14% rise in gallons sold during 2012, will result in a net profit of more than \$200,000. And, at base gallon levels the new rate structure is predicted to generate a slight profit for 2013. Because of the success of the new tier, staff recommends adopting a 3% water rate adjustment for 2013, which is slightly less than originally planned as part of the last Five-Year Operating Plan.

Residential					
2012 Rates			2013 Rates		
Gallons	Rate		Gallons	Rate	Basis
Avail chg	\$ 13.00		Avail chg	\$ 13.40	Per unit
Tier 1	5,000 \$ 1.04		Tier 1	5,000 \$ 1.08	Per thousand gallons
Tier 2	5,000 \$ 1.69		Tier 2	5,000 \$ 1.74	Per thousand gallons
Tier 3	20,000 \$ 2.34		Tier 3	20,000 \$ 2.41	Per thousand gallons
Tier 4	remainder \$ 3.84		Tier 4	remainder \$ 3.96	Per thousand gallons

As shown in the table above, for 2013 the water availability charge will increase 40 cents per quarter, and tiered rates per thousand gallons will increase 4 cents for tier 1, 5 cents for tier 2, 7 cents for tier 3, and 12 cents for tier 4.

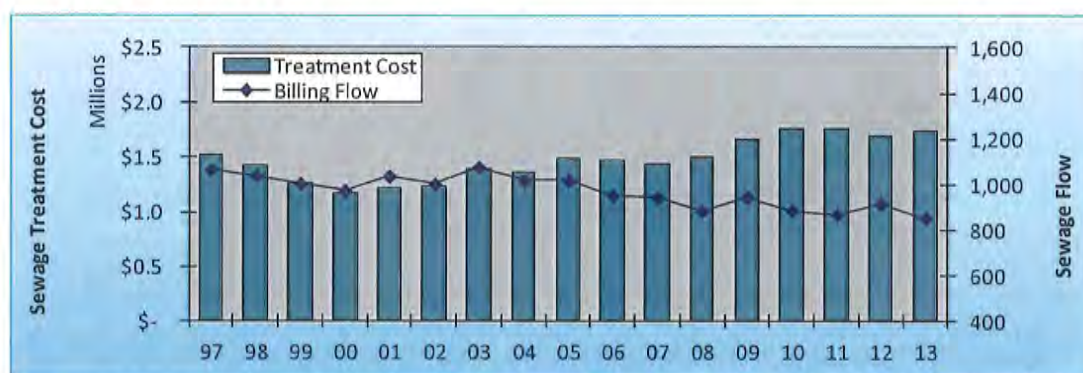
The bar chart at right shows a comparison of 2011 and 2012 gallons per tier, and the two pie charts below show the breakdown of gallons sold in 2011 (under the old tiers) in comparison to the breakdown of gallons so far in 2012 (under the new tiers).



SEWER OPERATIONS

Sewage Flow - Sewage flow is metered by MCES on a quarterly basis, and is used to compute the City's sewage treatment bills in the following year. The table at right and the graph below show a history of sewage flow and treatment costs. It is important to note that sewage flow is impacted by water consumption as well as rainfall because heavy extended periods of rain can increase groundwater infiltration. For 2013, a sewage flow decrease of 6.65% and a rate increase of 9.46%, results in a \$38,000 increase in 2013 sewage treatment costs (roughly a 2.2% cost increase).

Year	Billing Flow (millions)	Rate Per Million Gallons	Annual Cost (millions)
2006	955	\$ 1,543	\$ 1.472
2007	943	\$ 1,527	\$ 1.438
2008	883	\$ 1,697	\$ 1.497
2009	945	\$ 1,754	\$ 1.657
2010	888	\$ 1,981	\$ 1.758
2011	871	\$ 2,026	\$ 1.764
2012	917	\$ 1,854	\$ 1.699
2013	856	\$ 2,029	\$ 1.737



Sewer Rates – The Five-year Operating Plan provided for a 3% adjustment to 2013 sewer rates prior to the addition of the new sewer inventory project recently authorized by the City Council. Therefore, the planned sewer rate increase has been revised to 6% for 2013 to cover the additional contractual costs. A two-year comparison of residential sewer rates is provided in the table below.

Description	2012	2013	Basis
Avail chg	\$ 35.76	\$ 37.91	Per quarter
Tier 1 < 5,000 gallons	\$ 15.11	\$ 16.02	Per quarter
Tier 2 From 5,000 to 10,000 gallons	\$ 26.02	\$ 27.58	Per quarter
Tier 3 From 10,000 to 20,000 gallons	\$ 39.90	\$ 42.29	Per quarter
Tier 4 From 20,000 to 30,000 gallons	\$ 54.26	\$ 57.52	Per quarter
Tier 5 More than 30,000 gallons	\$ 70.50	\$ 74.73	Per quarter

Sewer Projections - The proposed sewer rates outlined above are expected to generate a slight net profit for the year.

SURFACE WATER OPERATIONS

Surface Water Rates - Projected operating costs, debt payments, and capital costs indicate the need for a 10% adjustment to surface water rates for 2013 (largely due to storm sewer improvement costs).

The single-family rate will increase \$1.76 per quarter, the multi-family rate will increase \$1.86 per quarter, and the rate for all other customers will increase \$14.69 per acre per quarter.

Description	2012	2013	Basis
Single-family	\$ 17.57	\$ 19.33	Per unit
Multi-family	\$ 18.61	\$ 20.47	Per unit
All other	\$ 146.94	\$ 161.63	Per acre

Surface Water Projections - The proposed surface water rates outlined above are expected to generate a net profit for the Surface Water Fund in 2012 and 2013.

STREET LIGHTING OPERATIONS

Street Lighting Rates - Estimated operating costs and continued capital replacement costs indicates the need for a 4% adjustment to lighting rates for 2013. The residential rate will increase 36 cents per unit quarter; the condominium, apartment and mobile home rate will increase 27 cents per unit per quarter; and the rate for all other customers will increase \$1.09 per acre per quarter.

Description	2012	2013	Basis
Residential	\$ 9.11	\$ 9.47	Per unit
Condo,apartment and mobile home	\$ 6.83	\$ 7.10	Per unit
All other	\$ 27.33	\$ 28.42	Per acre

Street Lighting Projections – The street lighting rates outlined above are projected to generate a profit sufficient to offset 2013 street light replacements.

IMPACT ON RESIDENTIAL CUSTOMERS

The change in the total utility bill will vary based on the amount of water used by each customer, and by the type of customer. To put the rate change into perspective, two tables are presented on the next page to estimate the change for residential customers at various water usage levels.

For the average residential customer (using an average of 17,500 gallons of water per quarter, and 12,000 gallons of in the winter) the total utility bill will increase \$8.04 per quarter. The majority of the increase is for sewer charges.

Average User				
	2012	2013	Change	
Water	\$ 44.20	\$ 45.58	\$	1.38
Sewer	75.66	80.20		4.54
Surface water	17.57	19.33		1.76
Street lighting	9.11	9.47		0.36
State fee	1.59	1.59		-
Total	\$ 148.13	\$ 156.17	\$	8.04

The table below shows the change in the utility bill for residential customers at 6 different usage levels. The second column of the table shows the percentage of residential customers that fall within each usage level.

Use Level	% of Homes	Water Gallons	Sewer Gallons	Total Utility Bill		Change in Quarterly Bill
				2012	2013	
Very low	10%	5,000	4,000	\$ 97.34	\$ 103.12	\$ 5.78
Low	22%	10,000	8,000	\$ 116.70	\$ 123.38	\$ 6.68
Average	42%	17,500	12,000	\$ 148.13	\$ 156.17	\$ 8.04
Above avg	19%	25,000	22,000	\$ 180.04	\$ 189.47	\$ 9.43
High	5%	55,000	26,000	\$ 287.74	\$ 300.52	\$ 12.78
Very high	2%	80,000	34,000	\$ 399.98	\$ 416.73	\$ 16.75

SUMMARY

Staff recommends adoption of the attached proposed ordinance providing for increases in utility rates effective January 1, 2013. The ordinance will be published after adoption.

File: t:\data\word\util\ rate incr memo 2013

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
Water Fund						
Revenue						
Special Assessments	\$ 1,187	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	13,366	13,200	13,200	12,940		12,940
Charges for Services (utility chgs)	2,184,742	2,468,800	2,710,800	2,564,000	27,000	2,591,000
Interest Earnings	80,297	55,000	40,000	55,000	(20,000)	35,000
Other Revenues	210	-	-	-	-	-
Total Revenue	2,279,802	2,537,000	2,764,000	2,631,940	7,000	2,638,940
Expense						
Enterprise Operations	1,368,874	1,455,461	1,444,027	1,488,456	80,961	1,569,417
Debt Service	202,063	184,287	184,287	171,435	-	171,435
Depreciation	609,067	630,000	630,000	637,000	(7,000)	630,000
Total Expense	2,180,004	2,269,748	2,258,314	2,296,891	73,961	2,370,852
Other Sources (Uses)						
Sale of Asset-Gain (Loss)	(108,152)	-	-	-	-	-
Transfers Out	(225,000)	(240,000)	(240,000)	(262,500)	-	(262,500)
Net Increase (Decrease)	(233,354)	27,252	265,686	72,549	(66,961)	5,588
Note: Excludes contributed assets						

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
Sewer Fund						
Revenue						
Special Assessments	\$ 1,541	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	10,649	10,515	10,515	10,310	-	10,310
Charges for Services (misc)	3,680	200	200	200	-	200
Charges for Services (utility chgs)	3,543,104	3,506,500	3,516,500	3,611,500	105,000	3,716,500
Interest Earnings	58,518	25,000	25,000	30,000	(5,000)	25,000
Total Revenue	3,617,492	3,542,215	3,552,215	3,652,010	100,000	3,752,010
Expense						
Enterprise Operations	2,953,041	2,942,296	2,927,599	3,055,226	97,399	3,152,625
Debt Service	76,061	72,843	72,843	68,884	-	68,884
Depreciation	295,893	300,000	300,000	310,000	-	310,000
Total Expense	3,324,995	3,315,139	3,300,442	3,434,110	97,399	3,531,509
Other Sources (Uses)						
Transfers Out	(187,000)	(188,000)	(188,000)	(196,500)	-	(196,500)
Net Increase (Decrease)	105,497	39,076	63,773	21,400	2,601	24,001
Note: Excludes contributed assets						

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
Surface Water Fund						
Revenue						
Special Assessments	\$ 472	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	3,863	3,815	3,815	3,750	-	3,750
Charges for Services (utility chgs)	1,007,679	1,109,462	1,106,430	1,215,101	(2,961)	1,212,140
Interest Earnings	20,606	24,000	12,000	28,000	(20,000)	8,000
Total Revenue	1,032,620	1,137,277	1,122,245	1,246,851	(22,961)	1,223,890
Expense						
Enterprise Operations	669,298	760,233	705,969	756,856	(42,430)	714,426
Debt Service	91,277	85,602	85,602	75,594	-	75,594
Depreciation	214,061	218,000	218,000	223,000	-	223,000
Total Expense	974,636	1,063,835	1,009,571	1,055,450	(42,430)	1,013,020
Other Sources (Uses)						
Transfers Out	(97,000)	(107,000)	(107,000)	(126,900)	-	(126,900)
Net Increase (Decrease)	(39,016)	(33,558)	5,674	64,501	19,469	83,970
Note: Excludes contributed assets						

	2011 Actual	2012		2013		
		Budget	Revised Estimate	Budget	Budget Changes	Amended Budget
Street Lighting Fund						
Revenue						
Special Assessments	\$ 142	\$ -	\$ -	\$ -	\$ -	\$ -
Charges for Services (utility chgs)	365,333	456,000	456,000	474,000	-	474,000
Interest Earnings	4,337	2,500	2,500	2,700	-	2,700
Other Revenues	-	500	500	500	-	500
Total Revenue	369,812	459,000	459,000	477,200	-	477,200
Expense						
Enterprise Operations	281,610	251,740	257,575	259,451	9,120	268,571
Depreciation	36,865	40,000	40,000	48,000	-	48,000
Total Expense	318,475	291,740	297,575	307,451	9,120	316,571
Other Sources (Uses)						
Transfers Out	(12,600)	(15,600)	(15,600)	(19,000)	-	(19,000)
Net Increase (Decrease)	38,737	151,660	145,825	150,749	(9,120)	141,629
Note: Excludes contributed assets						

CITY OF SHOREVIEW

ORDINANCE NO. 901

AN ORDINANCE DETERMINING A UTILITY FEE SCHEDULE FOR
THE CITY OF SHOREVIEW, EFFECTIVE JANUARY 1, 2013
OF THE CODE OF THE CITY OF SHOREVIEW

THE COUNCIL OF THE CITY OF SHOREVIEW ORDAINS:

Section 1. Pursuant to Minnesota Law, and the Shoreview City Code, and upon review and analysis of City Enterprise Funds, a fee schedule for City Utility Services is hereby adopted.

2013 Utility Fee Schedule

(a) The Code of the City of Shoreview establishes that certain fees be set from time to time by the Shoreview City Council.

(b) City staff has reviewed the current Utility Fee Schedule for the City of Shoreview and is hereby recommending that the 2013 Utility Fee Schedule, hereto attached as Exhibit A, be adopted.

(c) Upon consideration and review of the Shoreview City Council, the 2013 Utility Fee Schedule, hereto attached as Exhibit A, is hereby adopted and becomes effective January 1, 2013.

Section 2: This ordinance shall become effective one day after publication.

Sandra C. Martin, Mayor

Adopted December 17, 2012
Published _____
Effective _____

EXHIBIT A
2013 UTILITY FEE SCHEDULE
QUARTERLY UTILITY RATES
CITY OF SHOREVIEW, MINNESOTA

Water Charges:

Single, multi-family, town home, condo, apartment, mobile home		
Water availability charge	\$ 13.40	per unit
Water usage charge:		
Tier 1 - 5,000 gallons of water per unit	\$ 1.08	per 1,000 gallons
Tier 2 - 5,000 gallons of water per unit	\$ 1.74	per 1,000 gallons
Tier 3 - 20,000 gallons of water per unit	\$ 2.41	per 1,000 gallons
Tier 4 - All remaining water	\$ 3.96	per 1,000 gallons
Water standby - service available but not in use		
Water availability charge	\$ 13.40	per unit
Commercial, industrial, hotel, motel, public institution, religious/charitable, residential irrigation-only accounts		
Water availability charge	\$ 13.40	per account
Water usage charge:		
Tier 1 - First 50,000 gallons of water	\$ 1.74	per 1,000 gallons
Tier 2 - Next 1,150,000 gallons of water	\$ 2.41	per 1,000 gallons
Tier 3 - All remaining water	\$ 3.96	per 1,000 gallons
Automatic sprinkler system inspection charge		
Fireline	\$ 6.00	per account

Sewer Charges:

Single, multi-family, town home, condo, apartment		
Sewer availability charge	\$ 37.91	per unit
Sewer usage charge (based on winter water consumption per unit):		
Tier 1 - Up to 5 thousand gallons per unit	\$ 16.02	per unit
Tier 2 - Between 5,001 and 10,000 gallons per unit	\$ 27.58	per unit
Tier 3 - Between 10,001 and 20,000 gallons per unit	\$ 42.29	per unit
Tier 4 - Between 20,001 and 30,000 gallons per unit	\$ 57.52	per unit
Tier 5 - More than 30,000 gallons per unit	\$ 74.73	per unit
Note: Winter readings are billed in February, March and April. Winter consumption is divided by units for multiple-unit buildings.		
Sewer standby - service available but not in use		
Sewer availability charge per unit	\$ 37.91	per unit
Sewer only single-family and mobile home (availability and use charge combined)		
Sewer usage charge (middle residential tier)	\$ 80.20	per unit
Commercial, industrial, hotel, motel, public institution, religious/charitable		
Sewer availability charge	\$ 37.91	per account
Sewer usage charge (based on current water consumption):		
All remaining water consumed	\$ 4.05	per 1,000 gallons

Surface Water Management Charges:

Single-family		
Surface water charge:	\$ 19.33	per unit
Multi family, town home		
Surface water charge:	\$ 20.47	per unit
Condominium, apartment, mobile home, hotel, motel, commercial, industrial, public institution, religious/charitable		
Surface water charge:	\$ 161.63	per acre
Parks		
Surface water charge:	\$ -	per acre

Street Lighting System Charges:

Single, multi-family, town home		
Street lighting system charge	\$ 9.47	per unit
Condominium, apartment, mobile home		
Street lighting system charge	\$ 7.10	per unit
Hotel, motel, commercial, industrial, public institution, religious/charitable		
Street lighting system charge	\$ 28.42	per acre
Parks		
Street lighting system charge	\$ -	per acre